

<b>INFORMATION TO OFFERORS OR QUOTERS</b> <b>SECTION A - COVER SHEET</b>	<b>1. SOLICITATION NUMBER</b>  <b>SP0600-99-B-2001</b>	<b>2. (X one)</b> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%; text-align: center;"><b>x</b></td> <td style="width: 95%;">a. SEALED BID</td> </tr> <tr> <td></td> <td>b. NEGOTIATED (RFP)</td> </tr> <tr> <td></td> <td>c. NEGOTIATED (RFQ)</td> </tr> </table>		<b>x</b>	a. SEALED BID		b. NEGOTIATED (RFP)		c. NEGOTIATED (RFQ)
<b>x</b>	a. SEALED BID								
	b. NEGOTIATED (RFP)								
	c. NEGOTIATED (RFQ)								

**INSTRUCTIONS**

**NOTE THE AFFIRMATIVE ACTION REQUIREMENT OF THE EQUAL OPPORTUNITY CLAUSE WHICH MAY APPLY TO THE CONTRACT RESULTING FROM THIS SOLICITATION.**

You are cautioned to note the "Certification of Non-Segregated Facilities" in the solicitation. Failure to agree to the certification will render your reply non-responsive to the terms of solicitations involving awards of contracts exceeding \$25,000, which are not exempt from the provisions of the Equal Opportunity clause.

"Fill-ins" are provided on the face and reverse of Standard Form 18 and Parts I and IV of Standard Form 33, or other solicitation documents and Sections of Table of Contents in this solicitation and should be examined for applicability.

See the provision of this solicitation entitled either "Late Bids, Modifications of Bids or Withdrawal of Bids" or "Late Proposals, Modifications of Proposals and Withdrawals of Proposals."

When submitting your reply, the envelope used must be plainly marked with the Solicitation Number, as shown above and the date and local time set forth for bid opening or receipt of proposals in the solicitation document.

If **NO RESPONSE** is to be submitted, detach this sheet from the solicitation, complete the information requested on reverse, fold, affix postage, and mail. **NO ENVELOPE IS NECESSARY.**

Replies must be set forth full, accurate, and complete information as required by this solicitation (*including attachments*). The penalty for making false statements is prescribed in 18 U.S.C. 1001.

**3. ISSUING OFFICE (Complete mailing address, including Zip Code)**  
 DEFENSE ENERGY SUPPORT CENTER  
 8725 JOHN J. KINGMAN ROAD, SUITE 4950  
 FT. BELVOIR, VA 22060-6222  
 BUYERS/ SYMBOL: D. LYLES / A. BRIM / DESC-PLB

FAX: 703-767-8506

**4. ITEMS TO BE PURCHASED (Brief description)**  
 GASOLINE, DISTILLATES AND RESIDUALS FOR THE DEPARTMENT OF DEFENSE AND FEDERAL CIVIL AGENCIES IN THE STATES OF CONNECTICUT, MAINE, MASSACHUSETTS, NEW HAMPSHIRE, NEW JERSEY, NEW YORK, PENNSYLVANIA, AND VERMONT.

ORDERING PERIOD: Date of award through July 31, 2002,

**5. PROCUREMENT INFORMATION (X and complete as applicable)**

<b>X</b>	a. THIS PROCUREMENT IS UNRESTRICTED
	b. THIS PROCUREMENT IS A _____% SET-ASIDE FOR ONE OF THE FOLLOWING (X One). (See Section I of the Table of Contents in this solicitation for details of the set-aside.)

(1) Small Business	(2) Labor Surplus Area Concerns	(3) Combined Small Business/Labor Area Concerns
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**\*\*IMPORTANT INFORMATION\*\***

A. **ATTN BIDDERS:** The former Regions 1 and 2 have been combined. The name for the combined Region is now known as Customer Organized Group 2 (COG 2).

B. **BID OPENING:** The scheduled bid opening date is 16 Nov 1999, 1:00 p.m., local time, Ft. Belvoir, VA. Facsimile bids are not authorized per Clause L2.05-5, INSTRUCTION TO OFFERORS – COMMERCIAL ITEMS, paragraph (b)(3)

C. This is a multiyear (three year) solicitation for gasoline, gasohol, distillates, and residual fuels. Contracts awarded as a result of this solicitation will be "**REQUIREMENTS TYPE FIXED-PRICE WITH ECONOMIC PRICE ADJUSTMENT**" contracts. Please refer to Clauses I84, REQUIREMENTS and I86.03, DELIVERY ORDER LIMITATIONS. The Master Solicitation contains the terms and conditions essential for bidding throughout the ordering period. PLEASE RETAIN THIS DOCUMENT FOR CONTINUED AND REPETITIVE USE.

**7. POINT OF CONTACT FOR INFORMATION**

<b>a. NAME (Last, First, Middle Initial)</b> DIANNE LYLES / ANNETTE BRIM  TELEPHONE NUMBER: (703) 767-9540 / 9526	<b>b. ADDRESS (Including Zip Code)</b> Defense Energy Support Center, Attn: DESC-PLB 8725 John J. Kingman Road, Suite 4950 Ft. Belvoir, VA 22060-6222
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8. REASONS FOR NO RESPONSE (X all that apply)						
<input type="checkbox"/>	a. ANNOT COMPLY WITH SPECIFICATIONS		<input type="checkbox"/>	b. CANNOT MEET DELIVERY REQUIREMENTS		
<input type="checkbox"/>	c. UNABLE TO IDENTIFY THE ITEM(S)		<input type="checkbox"/>	d. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED		
<input type="checkbox"/>	e. OTHER (Specify)					
9. MAILING LIST INFORMATION (X one)						
<input type="checkbox"/>	YES	<input type="checkbox"/>	N	WE DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE OF ITEM (S) INVOLVED.		
<input type="checkbox"/>	O					
a. COMPANY NAME			b. ADDRESS (Including Zip Code)			
c. ACTION						
(1) Typed or Printed Name (Last, First, Middle Initial)		(2) Title		(3) Signature	(4) Date Signed (YYMMDD)	

DD Form 1707 Reverse, MAR 90

FOLD

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FROM

AFFIX  
STAMP  
HERE

SOLICITATION NUMBER	
SP0600-99-B-2001	
DATE (YYMMDD)	LOCAL TIME
99-11-16	1:00 PM

TO      **ATTN: BID CUSTODIAN / DESC-IPA / RM 3729**  
Defense Energy Support Center  
8725 John J. Kingman Road, Suite 4950  
Ft. Belvoir, VA 22060-6222

- D. ECONOMIC PRICE ADJUSTMENT: See page **47** of this solicitation for Clause B19.19, ECONOMIC PRICE ADJUSTMENT (PC&S). The reference price publications to be used to escalate/de-escalate your prices have been selected by DESC. The Base Reference Date is **4 October, 1999**. Contract prices will change weekly based on changes in the publications, NOT BASED ON YOUR PRODUCT COSTS. After award, DESC will post updated weekly contract prices under "Doing Business with DESC" on the DESC homepage at [www.desc.dla.mil](http://www.desc.dla.mil).
- E. SUSPENSION OF THE PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESSES: Pursuant to the Under Secretary of Defense letter OP (OAR) dated January 25, 1999, the use of the price evaluation adjustment under this solicitation is suspended for DOD.
- F. FEDERAL CIVILIAN: The SDB preference now applies to Federal Civilian Agencies identified in the SCHEDULE portion of Clause B1.01 by the term "FEDAAC". Please review Clause 1240.01, NOTICE OF PRICE EVALUATION FOR SMALL DISADVANTAGED BUSINESS CONCERNS (Alt 1) located in the Offeror Submission Package and Clause 1174.06, MANUFACTURING AND FILLING POINTS (UNRESTRICTED). Clause 1174.06 requires that a SDB must agree to provide product only manufactured by a small business manufacturer/refinery if they wish to be considered for the evaluation preference under Clause 1240.01. Price data sheets "DESC Form 2.16" (FOB Destination Items) must be used by any SDB who wishes to receive a preference.
- G. QUESTIONS: Please direct any questions regarding Small Business or Small Disadvantaged Business to Ms. Kathy Williams at 703-767-9465.
- H. COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING: Please insert your CAGE code in Block 17a of SF1449, in the space marked "Facility Code." If you have a current Government contract and do not know your CAGE code is, please contact Ms. Audrey Scott at (703) 767-9521 or Ms. Lori Carroll at (703) 7674522. If you have not been assigned a CAGE code, insert the word "None" in the block.
- I. DUNS NUMBER: Include your company Data Universal Numbering System Number on the Price Data Sheet of your Offeror Submission Package.
- J. OXYGENATED/NON-OXYGENATED GASOLINE ITEMS: Prices for oxygenated/non-oxygenated items will be adjusted during the oxygenated and non-oxygenated periods to allow for the difference in reference prices between the two periods. See Clause C16.69-2 for specific oxygenated periods.
- K. GASOHOL/GASOLINE ITEMS: If bidding on alternate GASOHOL/GASOLINE items, please be aware that bids may be submitted on gasohol or gasoline, or both. However, award will be made either to gasohol or gasoline based on the lowest overall cost to the Government. Gasohol cannot be substituted for gasoline or vice versa. The product awarded "gasohol" or "gasoline" will be delivered for the entire contract performance period. The term "Gasohol" does not mean oxygenated Gasoline."
- L. ATTENTION BIDDERS: DESC requests a careful review of Clause FI .09-2 DETERMINATION OF QUANTITY.
- M. TAX INFORMATION: Applicability of various Federal, state, and Local taxes is governed by the following clauses:

I28.01	FEDERAL, STATE, AND LOCAL TAXES (DEVIATION)
I28.02-2	FEDERAL, STATE, AND LOCAL TAXES/FEES EXCLUDED FROM CONTRACT PRICE
I28.03-2	TAX EXEMPTION CERTIFICATES

Please note that it is the offeror's responsibility to ensure all applicable taxes and fees are included in or excluded from their bid price, as appropriate under the above referenced clauses. The taxes addressed in this solicitation are merely examples of the types involved and are not intended to be a complete list. The accuracy of the list is not guaranteed.

- 1) DO NOT INCLUDE the Hazardous Substance Superfund Tax (\$.0023 per gallon) in your bid price. This tax expired on January 1, 1996.
- 2) DO NOT INCLUDE the New York Petroleum Business Tax on oil companies in you bid price for Federal Civilian, National Guard, and Military items. Sales to the Federal Government are exempt.

- 3) DO NOT INCLUDE the Pennsylvania Oil Franchise Tax, current rate of 11.5%, in your bid price for Federal Civilian, National Guard, and Military Items. Sales to the Federal Government are exempt.

SP0600-99-B-2001  
PAGE 3 OF 4

- 4) DO INCLUDE the New York Petroleum Testing Fee of \$0.0005 (per gallon) in your bid.
- 5) DO NOT INCLUDE the New Jersey Gross Receipts Tax in you bid price sales to the Federal Government are exempt.
- 6) DO INCLUDE the Connecticut Gross Earnings Tax in your bid price, if applicable. The tax is 5% of the price of the first sale in Connecticut and applies to all fuel except Number 2 heating oil used exclusively for heating purposes, and Number 1 heating oil or kerosene used exclusively for residential heating purposes. Contact the Connecticut authorities for details at (860) 541-3243.
- 7) DO INCLUDE the Vermont Gross Receipts Tax of \$0.5% of the price in your bid price on heating oil and kerosene not used to propel a motor vehicle.
- 8) DO NOT INCLUDE the Maine Coastal and Inland Surface Oil Clean-up Fund tax in your bid price. The tax was suspended March 1, 1999.
- 9) DO INCLUDE the Maine Groundwater Fee, which remains in effect. Maine states this fee to be \$0.00904 per gallon for gasoline, \$0.0045 for diesel and aviation fuel and \$0.00095 for Fuel Oil No. 6 if the fuel is delivered for use in the state of Maine. If additional information on this tax is required, please consult the State of Maine, Department of Environmental Protection at (207) 287-6120.

N. BID SUBMISSION: Please complete and submit an original plus one exact copy of the Offeror Submission Package (OSP) in its entirety as your bid. Please keep a copy of the OSP for your records.

O. CENTRAL CONTRACTOR REGISTRATION (CCR) is required prior to contract award. Clauses I1.07, REQUIRED CENTRAL REGISTRATION, requires contractors to register in the Department of Defense (DOD) Central Contractor Registration (CCR) database. The CCR is the central repository of trading partner information about firms qualified to conduct business with the Federal Government. Contractor registers on a one-time basis and confirms on an annual basis that their CCR registration is complete and accurate. Offerors may obtain information on registration and annual confirmation by calling 1-888-227-2423 or via Internet at CCR.edi.disa.mi.

P. Care should be taken to mail correspondence relating to this solicitation or resulting contract to the address in block 9 of the SF 1449. Invoices and supporting documents are to be submitted in accordance with Clause G150.06, SUBMISSION OF INVOICES FOR PAYMENT (DOMESTIC PC&S) and G150.11, SUBMISSION OF INVOICES BY FACSIMILE.

Q. ANY CONTRACT AWARDED TO A CONTRACTOR WHO AT THE TIME OF AWARD WAS SUSPENDED, DEBARRED, OR INELIGIBLE FOR RECEIPT OF CONTRACTS WITH GOVERNMENT AGENCIES OR IN RECEIPT OF A PROPOSED DEBARMENT FROM ANY GOVERNMENT AGENCY IS VOIDABLE AT THE OPTION OF THE GOVERNMENT.

R. ACKNOWLEDGEMENT OF ADMENDMENTS: YOU MUST ACKNOWLEDGE RECEIPT OF ANY AMENDMENTS TO THIS SOLICITATION. You may do this by signing and returning one (1) copy of the amendment.

S. POINTS OF CONTACT:

Small Business	Kathy Williams, Small Business Specialist (800) 523-2601 or (703) 767-9465
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Emergency Situations After Duty Hours	Command Control Center (CCC) (703) 767-8420 or (800) 2TOPOFF
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Information Regarding: Solicitation SP0600-99-B-2001	Dianne Lyles, (703) 767-9540 Annette Brim, (703) 767-9526
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T. There have been various changes to the clauses contained in the Master Solicitation SP0600-99-B-2000 and incorporated by reference in this solicitation. These changes are identified below and contained in the full text in this solicitation.

- 1) The following clauses have been deleted:

K1.01-10 OFFEROR REPRESENTATION AND CERTIFICATIONS - COMMERCIAL ITEMS (ALTS I/II  
(FEB 1999/OCT 1998/JAN 1999)  
L.205-5 INSTRUCTION TO OFFERORS-COMMERCIAL ITEMS (PC&S) (DESC FEB 1999)  
I1.03-1 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (APR 1998)  
I1.04 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE  
ORDERS - COMMERCIAL ITEMS (JAN 1999)  
L2.29 MASTER SOLICITATION (DESC JUN 1997)  
B19.19 ECONOMIC PRICE ADJUSTMENT (PC&S) (DESC JUN 1997)  
C16.69 FUEL SPECIFICATIONS (PC&S) (DESC FEB 1999)  
C16.69-2 SPECIFICATIONS (CONT'D) (COG 2) (DESC MAR 1999)  
G9.07-3 ELECTRONIC TRANSFER OF FUNDS PAYMENTS - CORPORATE TRADE EXCHANGE (PC&S)  
(DESC OCT 1997) (REV)  
G9.09 MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT (AUG 1997)  
G150.06 SUBMISSION OF INVOICES FOR PAYMENT (EDI) (DESC FEB 1999)  
I128.03-2 TAX EXEMPTION CERTIFICATES (DESC AUG 1995)

2) The following clauses have been added:

B1.01 SUPPLIES TO BE FURNISHED (DOMESTIC PC&S) (DESC MAR 1999)  
K1.01-10 OFFEROR REPRESENTATION AND CERTIFICATIONS - COMMERCIAL ITEMS (ALTS I/II)  
(MAY 1999/JAN 1999)  
L2.05-5 INSTRUCTIONS TO OFFERORS - COMMERCIALS ITEMS (PC&S) (DESC APR 1999)  
I1.03-1 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (MAY 1999)  
I1.04 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE  
ORDERS - COMMERCIAL ITEMS (MAY 1999)  
B19.19 ECONOMIC PRICE ADJUSTMENT (PC&S) (DESC JUL 1999)  
C16.69 FUEL SPECIFICATIONS (PC&S) (DESC JUL 1999)  
C16.69-2 SPECIFICATIONS (CONT'D) (COG 2) (DESC MAY 1999)  
G9.07 ELECTRONIC TRANSFER OF FUNDS PAYMENTS - CORPORATE TRADE EXCHANGE  
(DESC MAY 1999)  
G9.09 PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION  
(MAY 1999)  
G150.06 SUBMISSION OF INVOICES FOR PAYMENT (DOMESTIC PC&S) (DESC JUL 1999)  
I28.03-2 TAX EXEMPTION CERTIFICATES (DESC JUL 1999)



**INDEX**

CONTINUATION OF BLOCK 19-24 OF SF 1449: THE SCHEDULE

<b><u>CLAUSE NO.</u></b>	<b><u>CLAUSE TITLE</u></b>	<b><u>PAGE NO.</u></b>
B1.01	SUPPLIES TO BE FURNISHED (DOMESTIC PC&S) (DESC MAR 1999)	6

**SOLICITATION CLAUSE INDEX****PREAWARD**

<b><u>CLAUSE NO.</u></b>	<b><u>CLAUSE TITLE</u></b>	<b><u>PAGE NO.</u></b>
K1.01-10	OFFEROR REPRESENTATIONS AND CERTIFICATIONS-COMMERCIAL ITEMS (ALTS I/II) (MAY 1999/JAN 1999)	22
L2.05-5	INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS (PC&S) (DESC AUG 1999)	29

**POSTAWARD**

II.03-1	CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS ( MAY 1999)	33
II.04	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (MAY 1999)	35
II.05	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JAN 1999)	38

**ADDENDUM #1 - CLAUSE INDEX****PREAWARD SOLICITATION PROVISIONS**

K1.01-7	OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (CON'T) (DESC FEB 1999)	40
K5	USE OF ELECTRONIC DATA INTERCHANGE (DESC MAY 1994)	40
K45.01	FACSIMILE OR ELECTRONIC INVOICING (DESC JAN 1998))	42
K85	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)	42
L3.03	LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS (MAY 1997)	43
L4.04	CONTRACT AWARD - SEALED BIDDING (JUL 1990)	44
L5.01	AGENCY PROTESTS (DFSC AUG 1997) – DLAD	44
L46	SINGLE UNIT PRICE REQUIRED (DESC MAR 1999)	44
L54	SITE VISIT (DESC OCT 1992)	44

L63.19	NOTICE OF APPLICATION OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (DESC MAR 1999)	45
L96	ADMINISTRATION OF THE SMALL BUSINESS SUBCONTRACTING PROGRAM (DESC FEB 1999)	45
L114	SHIPPING POINT(S) USED IN EVALUATION OF F.O.B. ORIGIN OFFERS (APR 1984)	45
L117	NOTIFICATION OF TRANSPORTATION COMPANY TO BE UTILIZED IN THE DELIVERY OF PRODUCT (DOMESTIC PC&S) (DESC JUN 1997)	45
L203	HANDCARRIED OFFERS AND EXPRESS DELIVERY SERVICE (DESC JAN 1998)	46
M63.01	EVALUATION OF OFFERS FOR ALTERNATE PRODUCT (PC&S) (DESC DEC 1993)	46

### **LIST OF ATTACHMENTS**

THE FOLLOWING ARE INCLUDED IN THIS SOLICITATION:

<b><u>TITLE</u></b>	<b><u>LOCATION</u></b>
[X] DD FORM 1707, INFORMATION TO OFFERORS OR QUOTERS	COVER SHEET
[X] SF 1449, SOLICITATION/ORDER OF COMMERCIAL ITEMS	PAGE 1
[X] PRICE DATA SHEETS	ATTACHED
[X] BASE REFERENCE PRICE	ATTACHED
[X] OFFEROR SUBMISSION PACKAGE	ATTACHED

### **ADDENDUM # 2**

### **POST AWARD CONTRACT CLAUSES**

B19.19	ECONOMIC PRICE ADJUSTMENT (PC&S) (DESC JUL 1999)	47
C16.69	FUEL SPECIFICATIONS (PC&S) (DESC JUL 1999)	59
C16.69-2	SPECIFICATIONS (CONT'D) (COG 2) (DESC MAY 1999)	65
E5	INSPECTION OF SUPPLIES-FIXED-PRICE (AUG 1996)	67
E35.02	REQUESTS FOR WAIVERS AND DEVIATIONS (DFSC JUN 1997)	68
E37	SOURCE RESTRICTION AND SOURCE INSPECTION (PC&S) (DESC JAN 1992)	69
F3	TRANSPORT TRUCK AND/OR TRUCK AND TRAILER FREE TIME AND DETENTION RATES (PC&S/COAL) (DESC APR 1998)	69
F3.03	NOTIFICATION OF CHANGE IN TRANSPORTATION COMPANY (DOMESTIC PC&S) (DESC JUN 1997)	70
F4	DELIVERY AND ORDERING PERIODS (DESC AUG 1976)	70
F20	AUTOMATIC FILL-UP PROVISIONS (DESC MAR 1999)	70
F98	DELIVERY CONDITIONS FOR ALL GRADES OF MOTOR GASOLINE AND AVIATION FUELS (DESC OCT 1992)	71



F105	VARIATION IN QUANTITY (APR 1984)	71
G3	INVOICE NUMBERING REQUIREMENTS (DESC AUG 1998)	71
G3.01	PAYMENT DUE DATE (DESC OCT 1988)	71
G9.06	ADDRESS TO WHICH REMITTANCE SHOULD BE MAILED (DESC OCT 1997)	72
G9.07	ELECTRONIC TRANSFER OF FUNDS PAYMENTS – CORPORATE TRADE EXCHANGE (DESC MAY 1999)	73
G9.09	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION (MAY 1999)	74
G150.03	ELECTRONIC SUBMISSION OF INVOICES FOR PAYMENT (EDI) (DESC OCT 1998)	75
G150.06	SUBMISSION OF INVOICES FOR PAYMENT (DOMESTIC PC&S) (DESC JUL 1999)	76
G150.06-2	SHIPMENT NUMBER TO BE IDENTIFIED ON INVOICES (PC&S)(DESC AUG 1995)	77
G150.11	SUBMISSION OF INVOICES BY FACSIMILE (DESC FEB 1999)	78
I1.07	REQUIRED CENTRAL CONTRACTOR REGISTRATION (MAR 1998)	79
I1.22-1	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)	80
I11.01-2	ADMINISTRATIVE COST OF TERMINATION FOR CAUSE—COMMERCIAL ITEMS (DESC FEB 1996)	80
I27	GRATUITIES (APR 1984)	80
I28.01	FEDERAL, STATE, AND LOCAL TAXES (DESC NOV 1993) (DEVIATION)	81
I28.02-2	FEDERAL, STATE, AND LOCAL TAXES/FEES EXCLUDED FROM CONTRACT PRICE (DESC JAN 1999)	81
I28.03-2	TAX EXEMPTION CERTIFICATES (DESC JUL 1999)	82
I33	INTEREST (JUN 1996)	83
I84	REQUIREMENTS (OCT 1995)	83
I86.03	DELIVERY-ORDER LIMITATIONS (PC&S) (DESC MAY 1996)	84
I171.07	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN (JAN 1999)	84
I174.05	MANUFACTURING AND FILLING POINTS (HUBZONES) (DESC MAR 1999)	85
I174.06	MANUFACTURING AND FILLING POINTS (UNRESTRICTED) (SDB PEA) (DESC FEB 1999)	85
I179	ALLOCATION (DESC JUL 1995)	86

I186	PROTECTION OF GOVERNMENT PROPERTY AND SPILL PREVENTION (DESC MAY 1978)	87
I190.05	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (APR 1998)	87
I209.09	EXTENSION PROVISIONS (PC&S) (DESC OCT 1994)	87
I211	ORDERING (OCT 1995)	88

**B1.01 SUPPLIES TO BE FURNISHED (DOMESTIC PC&S) (DESC MAR 1999)**

(a) The supplies to be furnished during the period specified in the REQUIREMENTS clause, the delivery points, methods of delivery, and estimated quantities are shown below. The quantities shown are best estimates of required quantities only. Unless otherwise specified, the total quantity ordered and required to be delivered may be greater than or less than such quantities. The Government agrees to order from the Contractor and the Contractor shall, if ordered, deliver during the contract period all items awarded under this contract. The prices paid shall be the unit prices specified in subsequent price change modifications issued in accordance with the ECONOMIC PRICE ADJUSTMENT clause.

(b) All items of this contract call for delivery f.o.b. destination unless the item otherwise specifies. The destination for each item is the point of delivery shown in the particular item.

(c) Written telecommunication (facsimile) is authorized for transmittance of a properly completed order. In an emergency, oral orders may be issued but must be confirmed in writing by an order within 24 hours.

(d) If any gasoline items are included in this document, they may require oxygenated fuel as a result of changes in environmental laws. See the SPECIFICATIONS (CONTD) (COG 2) clause for a listing of counties, cities, and townships that require oxygenated gasoline during the period listed.

(e) Offers shall not be submitted for quantities less than the estimated quantities specified below for each line item.

(1) **IFBs.** Any bids received for less than the full quantity for each line item will be considered nonresponsive and will be rejected by the Government.

(2) **RFPs.** Any offers received for less than the full quantity for each line item will be rejected by the Government. (DESC 52.207-9F45)

SP0600-99-B-2001

ITEM  
NUMBERESTIMATED  
QUANTITY UI-----  
STATE OF CONNECTICUT  
-----

GROTON,  
CT, NAVY, NAVAL SUBMARINE BASE  
NEW LONDON COUNTY  
DELIVERY DODAAC: N00129  
BILLING DODAAC : N60951  
ORDERING OFFICE: 860-694-3662

515-468 FUEL OIL, BURNER #2 (FS2) 1,000,000 GL  
MAX. SULFUR CONTENT 0.30 %

TANK TRUCK (TT), W/PUMP AND 4" CONNECTION INTO  
2/150,000 GALLON TANKS AT EAST SIDE OF POWER PLANT  
BLDG 29. TANK #1 MUST MAINTAIN 24"/40 KGAL MINIMUM LEVEL.  
TANK #2 MUST MAINTAIN 12"/40 KGAL MINIMUM LEVEL.  
LOADING RACK METERED TICKET REQUIRED.  
DELIVERY TICKET SHOULD BE TURNED IN TO NSSF RECEIPT CONTROL, BLDG 105 ON THE  
SAME DAY AS DELIVERY.  
FOR DELIVERIES AFTER 1630 HOURS, DELIVERY TICKETS SHOULD BE TURNED IN THE  
FOLLOWING MORNING FOR THE PREVIOUS DAY DELIVERIES.  
SATURDAY DELIVERY HOURS: 0900-1400.  
EACH FUEL DELIVERY SHALL INCLUDE A SHIPPING RECEIPT FR/THE FUEL OIL SUPPLIER  
TO INCLUDE THE FOLLOWING CERTIFICATION:  
(1) NAME OF OIL SUPPLIER  
(2) TYPE OF FUEL  
(3) WEIGHT PERCENT OF SULFUR  
(4) METHOD USED TO DETERMINE SULFUR CONTENT  
(5) A STATEMENT FROM THE SUPPLIER THAT THE OIL COMPLIES WITH THE ATTACHED ASTM  
STANDARD AMERICAN SOCIETY FOR TESTING & MATERIALS)  
(6) WEIGHT PERCENT OF NITROGEN CONTENT OF THE FUEL  
THIS FACILITY USES NATURAL GAS AS ITS PRIMARY ENERGY SOURCE. HOWEVER, DURING  
TIMES OF NATURAL GAS CURTAILMENT OR WHEN THE ECONOMIC ANALYSIS INDICATES IT IS  
MORE COST EFFECTIVE TO BURN FUEL OIL, THE CONTRACTOR IS REQUIRED TO COMMENCE  
DELIVERIES WITHIN 48 HOURS OF NOTIFICATION.

ITEM  
NUMBERESTIMATED  
QUANTITY UI-----  
STATE OF MAINE  
-----

BAR HARBOR,  
ME, DI, NATL PARK SVC, ACADIA NATL PARK  
HANCOCK COUNTY  
DELIVERY FEDAAC: 141202  
ORDERING OFFICE: 207-288-3338/4646

B12-46 FUEL OIL, BURNER #2 (FS2) 63,000 GL  
MAX. SULFUR CONTENT 0.50 %

TANK WAGON (TW), INTO  
1/2,000 GALLON TANK  
3/1,000 GALLON TANKS  
5/550 GALLON TANKS  
6/275 GALLON TANKS

\*\*\*\*\*

BRUNSWICK,  
ME, NAVY, NAS  
CUMBERLAND COUNTY  
DELIVERY DODAAC: N60087  
BILLING DODAAC : N60087  
ORDERING OFFICE: 207-921-2480/2234

533-67 DIESEL FUEL #1, LOW SULF (LS1) 120,000 GL  
MAX. CLOUD POINT -32 DEG C

FOB ORIGIN (FOB), WITHIN A 10 MI RADIUS  
INTO 2,000 GAL TOP/BOTTOM LOADING TANK TRUCKS  
ANTICIPATE 0% ON HIGHWAY USE  
DELIVERY HOURS: 0700-1500  
OCTOBER THRU APRIL  
LOADING RACK METERED TICKET REQUIRED.  
NOTE: TRANSPORTATION EMER TRK (F/NASB GENERATORS)

ITEM  
NUMBERESTIMATED  
QUANTITY UI-----  
STATE OF MAINE  
-----

JONESPORT  
 ME, DT, CG STA, WEST JONESPORT (F/1ST CG DIST)  
 WASHINGTON COUNTY  
 DELIVERY FEDAAC: Z30141  
 ORDERING OFFICE: 207-244-4221

B37-69      DIESEL FUEL #1, HIGH SUL (HS1)      43,000   GL  
               (RED DYED)

TANK WAGON (TW), INTO  
 1/2,000 GALLON TANK  
 1/1,500 GALLON TANK  
 1/275 GALLON TANK  
 ANTICIPATE 0% ON HIGHWAY USE  
 DELIVERY: OCTOBER THRU MARCH

B37-70      DIESEL FUEL #2, HIGH SUL (HS2)      32,000   GL  
               (RED DYED)

TANK WAGON (TW), INTO  
 1/2,000 GALLON TANK  
 1/1,500 GALLON TANK  
 1/275 GALLON TANK  
 ANTICIPATE 0% ON HIGHWAY USE  
 DELIVERY: APRIL THRU SEPTEMBER

ITEM  
NUMBER

ESTIMATED QUANTITY	UI
-----------------------	----

STATE OF MAINE

SOUTHWEST HARBOR,  
ME, DT, COAST GUARD GROUP (F/1ST CG DIST)  
HANCOCK COUNTY  
DELIVERY FEDAAC: Z31420  
ORDERING OFFICE: 207-244-4221

B55-46	FUEL OIL, BURNER #2 (FS2)	38,000	GL
	MAX. SULFUR CONTENT 0.50 %		

TANK WAGON (TW), INTO  
1/3,000 GALLON TANK  
2/2,000 GALLON TANKS  
1/550 GALLON TANK  
11/275 GALLON TANKS

B55-88	DIESEL FUEL, LS #1 (DYED) (LSW)	15,000	GL
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TANK WAGON (TW), INTO  
1/3,000 GALLON TANK  
ANTICIPATE 0% ON HIGHWAY USE  
DELIVERY HOURS: OCTOBER THRU MARCH

B55-94	DIESEL FUEL, LS#2 (DYED) (LSS)	51,000	GL
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TANK WAGON (TW), INTO  
1/3,000 GALLON TANK  
ANTICIPATE 0% ON HIGHWAY USE  
DELIVERY HOURS: APRIL THRU SEPTEMBER

ITEM  
NUMBERESTIMATED  
QUANTITY UI-----  
STATE OF MAINE  
-----

WINTER HARBOR,  
ME, NAVY, NAV SPEC GP ACT  
HANCOCK COUNTY  
DELIVERY DODAAC: N00702  
BILLING DODAAC : N68688  
ORDERING OFFICE: 207-963-7580 EXT 235/238

556-46      FUEL OIL, BURNER #2 (FS2)      625,000    GL  
MAX. SULFUR CONTENT 0.50 %

TANK WAGON (TW), INTO  
3/2,500 GALLON TANKS  
2/2,000 GALLON TANKS  
6/1,000 GALLON TANKS ALL AT MAIN SITE (SCHOODIC  
PT, MWR)  
1/6,000 GALLON TANK  
1/2,500 GALLON TANK BOTH AT COREA (SITES 1 & 2)  
3/275 GALLON TANKS AT PROSPECT HARBOR  
8/330 GALLON TANKS  
36/275 GALLON TANKS AT WINTER HARBOR (HOUSING)  
FIVE (5) DELIVERY PTS WITHIN 10 MI  
AUTOMATIC FILL

556-67      DIESEL FUEL #1, LOW SULF (LS1)      136,000    GL  
MAX. CLOUD POINT -32 DEG C

TANK WAGON (TW), INTO  
1/8,000 GALLON TANK  
1/6,000 GALLON TANK  
1/5,600 GALLON TANK  
1/2,500 GALLON TANK  
1/2,000 GALLON TANK  
1/1,600 GALLON TANK  
2/1,500 GALLON TANKS  
1/1,000 GALLON TANK  
2/750 GALLON TANKS  
20/500 GALLON TANKS  
2/330 GALLON TANKS  
3/275 GALLON TANKS  
ANTICIPATE 10% ON HIGHWAY USE  
AUTOMATIC FILL

ITEM  
NUMBERESTIMATED  
QUANTITY UI-----  
STATE OF MASSACHUSETTS  
-----

BUZZARDS BAY  
 MA, ARMY, COE, CAPE COD, CANAL FIELD OFC, ACADEMY DRIVE  
 BARNSTABLE COUNTY  
 DELIVERY DODAAC: 961306  
 BILLING DODAAC : 961306  
 ORDERING OFFICE: 508-759-4431

065-08      RFG REGULAR UNLEADED (MRR)      24,000    GL

TANK WAGON (TW),    INTO  
 1/2,500 GALLON TANK  
 ANTICIPATE 50% ON HIGHWAY USE

\*\*\*\*\*

WAYLAND  
 MA, ARMY, US ARMY SOLDIER & BIOLOGICAL CHEMICAL CMD, SOLDIER SYS  
 CTR  
 - NATICK HOUSING (F/US ARMY SOLDIER SYS CMD)  
 MIDDLESEX COUNTY  
 DELIVERY DODAAC: W13G07  
 BILLING DODAAC : W13G07  
 ORDERING OFFICE: 508-233-4029

083-46      FUEL OIL, BURNER #2 (FS2)      40,000    GL  
 MAX. SULFUR CONTENT 0.50 %

TANK WAGON (TW),    INTO  
 12/500 GALLON TANKS AT WAYLAND HOUSING  
 11/500 GALLON TANKS AT NEEDHAM HOUSING  
 1/300 GALLON TANK AT NEEDHAM HOUSING  
 DELIVERY TICKETS MUST BE MAILED WITHIN (2)  
 WORKING  
 DAYS TO:  
 US ARMY SOLDIER SYSTEM CMD  
 ATTN: AMSSC-S-LDS  
 KANSAS STREET  
 NATICK, MA    01760-0513



ITEM  
NUMBERESTIMATED  
QUANTITY UI-----  
STATE OF NEW HAMPSHIRE  
-----

AMHERST,  
 NH, USAF, 23 SOPS/LG, NEW BOSTON AIR STN, 7 MI OFF RTE 101, 317  
 CHESTNUT HILL ROAD (F/HANSCOM AFB)  
 HILLSBOROUGH COUNTY  
 DELIVERY DODAAC: FPNHST  
 ORDERING OFFICE: 781-377-2127

812-08      RFG REGULAR UNLEADED (MRR)      40,000    GL

TANK WAGON (TW),    INTO  
 1/2,500 GALLON TANK  
 ANTICIPATE 0% ON HIGHWAY USE

\*\*\*\*\*

MANCHESTER,  
 NH, USPS, VMF, 955 GOFFS FALLS ROAD, 03103-9998  
 HILLSBOROUGH COUNTY  
 DELIVERY FEDAAC: 181402  
 ORDERING OFFICE: 603-644-4022

C86-08      RFG REGULAR UNLEADED (MRR)      219,000    GL

TANK WAGON (TW),    INTO  
 1/4,000 GALLON TANK  
 ANTICIPATE 50% ON HIGHWAY USE

C86-68      DIESEL FUEL #2, LOW SULF (LS2)      79,000    GL

TANK WAGON (TW),    INTO  
 1/4,000 GALLON TANK  
 ANTICIPATE 50% ON HIGHWAY USE  
 DELIVERY HOURS:    0600-1630

ITEM  
NUMBERESTIMATED  
QUANTITY UI-----  
STATE OF NEW HAMPSHIRE  
-----

NEW CASTLE  
 NH, DT, PORTSMOUTH HARBOR CG STA (F/1ST CG DIST)  
 ROCKINGHAM COUNTY  
 DELIVERY FEDAAC: Z30160  
 ORDERING OFFICE: 603-436-4415

C93-70      DIESEL FUEL #2, HIGH SUL (HS2)      70,000    GL  
               (RED DYED)

TANK WAGON (TW), INTO  
 2/2,000 GALLON TANKS  
 2/275 GALLON TANKS  
 ANTICIPATE 0% ON HIGHWAY USE

-----  
STATE OF NEW JERSEY  
-----

LAKEHURST  
 NJ, NAVY, NAES, AIRCRAFT DIV  
 OCEAN COUNTY  
 DELIVERY DODAAC: N68335  
 BILLING DODAAC : N68335  
 ORDERING OFFICE: 732-323-7533/7789/7068

628-551      FUEL OIL, BURNER #6 (FS6)      1,644,000    GL  
               MAX. SULFUR CONTENT 0.30 %

TANK TRUCK (TT), W/PUMP INTO  
 1/190,000 GALLON ABOVE GROUND TANK(S) AT BLDG 362

(POWER PLT #2)  
 DELIVERY HOURS: 0700-1700  
 7 DAYS A WEEK.  
 ORDERS WILL BE PLACED TELEPHONICALLY. DD 1155  
 WILL FOLLOW WITHIN 24 HRS OF NOTIFICATION.  
 SECURITY CLEARANCE REQUIRED  
 THIS FACILITY CANNOT BURN "USED" OR RECYCLED FUEL

B-2001

ITEM  
NUMBERESTIMATED  
QUANTITY UI-----  
STATE OF NEW YORK  
-----

BABYLON  
 NY, DT, CG STN, FIRE ISLAND, ROBERT MOSSES CAUSEWAY  
 SUFFOLK COUNTY  
 DELIVERY FEDAAC: Z30199  
 ORDERING OFFICE: 516-395-4440

E35-07      RFG MIDGRADE UNLEADED (MMR)                      30,000    GL

TANK WAGON (TW),    INTO  
 1/1,000 GALLON TANK  
 ANTICIPATE 0% ON HIGHWAY USE

\*\*\*\*\*

BROOKLYN  
 NY, USPS, P&DC 1050 FORBELL STREET  
 KINGS COUNTY  
 DELIVERY FEDAAC: 182LFA  
 ORDERING OFFICE: 718-348-3582

F44-46      FUEL OIL, BURNER #2 (FS2)                      56,000    GL

MAX. SULFUR CONTENT 0.20 %

TANK TRUCK (TT),    INTO  
 1/8,000 GALLON TANK(S)

\*\*\*\*\*

EAST MORICHES  
 NY, DT, CG, MORICHES STN  
 SUFFOLK COUNTY  
 DELIVERY FEDAAC: Z36225  
 ORDERING OFFICE: 516-395-4440

F03-07      RFG MIDGRADE UNLEADED (MMR)                      25,000    GL

TANK WAGON (TW),    INTO  
 1/1,000 GALLON TANK  
 ANTICIPATE 0% ON HIGHWAY USE

ITEM  
NUMBERESTIMATED  
QUANTITY UI-----  
STATE OF NEW YORK  
-----

## FREEPORT

NY, DT, CG, JONES BEACH STATION 11520-5001

W. END OF JONES BEACH, S. OF FREEPORT AT THE END OF MEADOWBROOK  
 PKWY(NO COMMERCIAL VEH. ALLOWED N. OF SUNRISE HWY). OVERHEAD  
 CLEARANCES FOR HWY OVERPASSES IS 11'0" MAX (IN CENTER LANE). UNIT  
 MAY ALSO BE REACHED BY OCEAN DRIVE. IN THE EVENT DELIVERY IS FROM  
 A SOURCE EAST OF BABYLON NY, PARKWAY POLICE WILL ALLOW EXCEPTION  
 TO COMMERCIAL VEHICLE LAW AS LONG AS DELIVERY ORDER IS FOR COAST  
 GUARD.

## NASSAU COUNTY

DELIVERY FEDAAC: Z30244

ORDERING OFFICE: 516-395-4440

F19-07	RFG MIDGRADE UNLEADED (MMR)	25,000 GL
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TANK WAGON (TW) , INTO  
 1/1,000 GALLON TANK  
 ANTICIPATE 0% ON HIGHWAY USE

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## HAMPTON BAYS

NY, DT, CG, SHINNECOCK STN PONQUOGUE AVE ADJACENT TO SHINNECOCK  
BAY

## SUFFOLK COUNTY

DELIVERY FEDAAC: Z30241

ORDERING OFFICE: 516-396-4440

F35-07	RFG MIDGRADE UNLEADED (MMR)	15,000 GL
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TANK WAGON (TW) , INTO  
 1/300 GALLON TANK  
 ANTICIPATE 0% ON HIGHWAY USE

F35-70	DIESEL FUEL #2, HIGH SUL (HS2) (RED DYED)	60,000 GL
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TANK WAGON (TW) , INTO  
 2/1,000 GALLON TANKS  
 1/550 GALLON TANK  
 ANTICIPATE 0% ON HIGHWAY USE

B-2001

ITEM  
NUMBERESTIMATED  
QUANTITY UI-----  
STATE OF NEW YORK  
-----

NEW YORK CITY  
 NY, DS, U.S. MISSION TO THE UNITED NATIONS, 799 UN PLAZA  
 NEW YORK COUNTY  
 DELIVERY FEDAAC: 0023AA  
 ORDERING OFFICE: 202-776-8602

G65-46      FUEL OIL, BURNER #2 (FS2)      1,000    GL  
               MAX. SULFUR CONTENT 0.30 %

TANK WAGON (TW), INTO  
 1/1,000 GALLON BELOW GROUND TANK  
 DELIVERY HOURS: AGENCY REQUESTS OPTION FOR AFTER  
 HOUR DELIVERY DUE TO SECURITY CONCERNS.

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PATCHOGUE  
 NY, DI, NTL PARK SVC, FIRE ISL SEASHORE  
 SUFFOLK COUNTY  
 DELIVERY FEDAAC: 1423A9  
 ORDERING OFFICE: 516-289-4810/4814

H19-09      RFG PREMIUM UNLEADED (MPR)      45,000    GL

TANK WAGON (TW), INTO  
 1/2,000 GALLON TANK  
 ANTICIPATE 5% ON HIGHWAY USE

\*\*\*\*\*

ROME  
 NY, USAF, NEADS/GRIFFISS PARK (ANG) 362 OTIS ST  
 ONEIDA COUNTY  
 DELIVERY DODAAC: FP63XX  
 ORDERING OFFICE: 315-454-6130

858-83      DIESEL FUEL #2, (DYED) (DLS)      7,000    GL

TANK WAGON (TW), INTO  
 1/8,000 GALLON BELOW GROUND TANK AT BLDG 700  
 ANTICIPATE 0% ON HIGHWAY USE  
 DELIVERY HOURS: APRIL THRU SEPTEMBER

ITEM  
NUMBERESTIMATED  
QUANTITY UI-----  
STATE OF NEW YORK  
-----

858-86      DIESEL FUEL #1 (DYED) (DLW)      2,000   GL

TANK WAGON (TW) ,   INTO  
1/8,000 GALLON BELOW GROUND TANK AT BLDG 700  
ANTICIPATE 0% ON HIGHWAY USE  
DELIVERY HOURS: OCTOBER THRU MARCH

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WILLETS POINT  
NY, DT, CG STN, FT TOTTON  
QUEENS COUNTY  
DELIVERY FEDAAC: Z30182  
ORDERING OFFICE: 718-352-4423J76-70      DIESEL FUEL #2, HIGH SUL (HS2)      17,000   GL  
(RED DYED)TANK WAGON (TW) ,   INTO  
1/1,000 GALLON TANK  
1/550 GALLON TANK  
ANTICIPATE 0% ON HIGHWAY USE  
THIS IS A ONE YEAR REQUIREMENT

ITEM  
NUMBER

ESTIMATED	
QUANTITY	UI

## STATE OF PENNSYLVANIA

BUSHKILL,  
PA, DI, DELAWARE WATER GAP NATIONAL RECREATIONAL AREA  
MONROE COUNTY/MIDDLE SMITHFIELD TOWNSHIP  
DELIVERY FEDAAC: 144320  
ORDERING OFFICE: 717-588-2424

K39-22	GASOHOL, PREM UNL (GUP)	55,000	GL
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TANK WAGON (TW), INTO  
1/3,000 GALLON TANK  
ANTICIPATE 100% ON HIGHWAY USE

K39-27	GASOLINE, PREM UNL (MUP)	55,000	GL
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TANK WAGON (TW), INTO  
1/3,000 GALLON TANK  
ANTICIPATE 100% ON HIGHWAY USE

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DINGMANS FERRY  
PA, DI, DELAWARE WATER GAP NATIONAL RECREATION AREA  
MONROE COUNTY/DELAWARE TOWNSHIP  
DELIVERY FEDAAC: 144320  
ORDERING OFFICE: 717-588-2424

K67-27	GASOLINE, PREM UNL (MUP)	35,000	GL
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TANK WAGON (TW), INTO  
1/2,000 GALLON TANK  
ANTICIPATE 100% ON HIGHWAY USE

ITEM  
NUMBERESTIMATED  
QUANTITY UI-----  
STATE OF PENNSYLVANIA  
-----

ERIE

PA, DT, CG STN, PRESQUE ISLE PENINSULA, LOCATED BY BEACH 11  
PRESQUE ISLE STATE PARK

ERIE COUNTY

DELIVERY FEDAAC: Z30367

ORDERING OFFICE: 814-838-2097

K82-70      DIESEL FUEL #2, HIGH SUL (HS2)      40,000 GL  
(RED DYED)TANK WAGON (TW), INTO  
1/4,000 GALLON TANK  
ANTICIPATE 0% ON HIGHWAY USE

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KLONDIKE

PA, DA, FOREST SVC, ALLEGHENY NATL FOREST, 15 MI SW OF BRADFORD ON  
HWY #59

MCKEAN COUNTY

DELIVERY FEDAAC: 1224H3

ORDERING OFFICE: 814-723-5150

L14-19      GASOHOL, MID UNL (GUM)      90,000 GL

TANK WAGON (TW), INTO  
1/2,000 GALLON ABOVE GROUND TANK(S)  
ANTICIPATE 50% ON HIGHWAY USE

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MARIENVILLE,

PA, DA, FOREST SVC, ALLEGHENY NTL FOREST 1 3/4 MI EAST OF  
MARIENVILLE ON US #66

FOREST COUNTY

DELIVERY FEDAAC: 1224H2

ORDERING OFFICE: 814-723-5150

L47-19      GASOHOL, MID UNL (GUM)      51,000 GL

TANK WAGON (TW), INTO  
1/1,000 GALLON ABOVE GROUND TANK(S)  
ANTICIPATE 50% ON HIGHWAY USE



ITEM  
NUMBER

ESTIMATED	
QUANTITY	UI

STATE OF PENNSYLVANIA

RIDGWAY,  
PA, DA, FOREST SVC, ALLEGHENY NATIONAL FOREST, 2 MI NORTH OF  
RIDGWAY ON US #948  
ELK COUNTY  
DELIVERY FEDAAC: 1224H4  
ORDERING OFFICE: 814-723-5150

M09-19	GASOHOL, MID UNL (GUM)	24,000	GL
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TANK WAGON (TW), INTO  
1/1,000 GALLON ABOVE GROUND TANK(S)  
ANTICIPATE 50% ON HIGHWAY USE

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SHEFFIELD  
PA, DA, FOREST SVC, ALLEGHENY NATL FOREST 1/4 MI E OF SHEFFIELD,  
ON US #6  
WARREN COUNTY  
DELIVERY FEDAAC: 1224H1  
ORDERING OFFICE: 814-723-5150

M21-19	GASOHOL, MID UNL (GUM)	33,000	GL
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TANK WAGON (TW), INTO  
1/2,000 GALLON ABOVE GROUND TANK(S)  
ANTICIPATE 50% ON HIGHWAY USE

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TAYLOR  
PA, ARMY, NG, OMS 2, CSMS N.E. REGIONAL MAINT FAC, 8 STAUFFER  
INDUSTRIAL PARK (F/USPFO PA)  
LACKAWANNA COUNTY  
DELIVERY DODAAC: W25KYS  
BILLING DODAAC : W25KYQ  
ORDERING OFFICE: 717-961-4648

442-13	DIESEL FUEL #2 (DL2)	30,000	GL
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TANK WAGON (TW), INTO  
1/3,000 GALLON ABOVE GROUND TANK(S)  
ANTICIPATE 92% ON HIGHWAY USE

ITEM  
NUMBERESTIMATED  
QUANTITY UI-----  
STATE OF VERMONT  
-----

NEWPORT,  
VT, DJ, IMM AND NAT SVC, CITIZENS ROAD  
ORLEANS COUNTY  
DELIVERY FEDAAC: 151614  
ORDERING OFFICE: 802-334-6722

N71-24	GASOHOL, REG UNL (GUR)	33,000	GL
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TANK WAGON (TW), INTO  
1/1,000 GALLON TANK  
ANTICIPATE 90% UN HIGHWAY USE

N71-28	GASOLINE, REG UNL (MUR)	0	GL
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TANK WAGON (TW), INTO  
1/1,000 GALLON TANK  
ANTICIPATE 90% ON HIGHWAY USE

NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM N71-24.  
AWARD WILL BE MADE AT THS OVERALL LEAST COST TO THE  
GOVERNMENT.

**K1.01-10 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (ALTS I/III)**  
**(MAY 1999/OCT 1998/JAN 1999)**

(a) **DEFINITIONS.** As used in this provision--

(1) **Emerging small business** means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.

(2) **Small business concern** means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

(3) **Women-owned small business concern** means a small business concern--

(i) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(ii) Whose management and daily business operations are controlled by one or more women.

(4) **Women-owned business concern** means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) **TAXPAYER IDENTIFICATION NUMBER (TIN) (26 U.S.C. 6050M).** (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) **TAXPAYER IDENTIFICATION NUMBER (TIN).**

☐ TIN: \_\_\_\_\_

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other. State basis. \_\_\_\_\_

(4) **TYPE OF ORGANIZATION.**

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other: \_\_\_\_\_.

(5) **COMMON PARENT.**

☐ Offeror is not owned or controlled by a common parent.

☐ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

**K1.01-10 Cont'd**

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) **SMALL BUSINESS CONCERN.** The offeror represents as part of its offer that it--

☐ is  
☐ is not

a small business concern.

(2) **SMALL DISADVANTAGED BUSINESS CONCERN. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.)** The offeror represents, for general statistical purposes, that it--

☐ is  
☐ is not

a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) **WOMEN-OWNED SMALL BUSINESS CONCERN. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.)** The offeror represents that it--

☐ is  
☐ is not

a women-owned small business concern.

**NOTE: Complete paragraphs (c)(4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition threshold.**

(4) **WOMEN-OWNED BUSINESS CONCERN (OTHER THAN SMALL BUSINESS CONCERN). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.)** The offeror represents that it -

☐ is  
☐ is not

a woman owned business concern.

(5) **TIE BID PRIORITY FOR LABOR SURPLUS AREA CONCERNS.** If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price.

(6) **SMALL BUSINESS SIZE FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM AND FOR THE TARGETED INDUSTRY CATEGORIES UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM.** (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) **(Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs)).** The offeror represents as part of its offer that it--

☐ is

**K1.01-10 Cont'd**

☐ is not

an emerging small business.

(ii) **(Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs)).** The offeror represents as follows:

(A) The offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) The offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following:)

<u>NUMBER of EMPLOYEES</u>	<u>AVERAGE ANNUAL GROSS REVENUES</u>
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

**(7) (Complete only if the solicitation contains the clause at FAR 52.219-23, NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS, or FAR 52.219-25, SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM - DISADVANTAGED STATUS AND REPORTING, and the offeror desires a benefit based on its disadvantaged status.)**

(i) **GENERAL.** The offeror represents that either--

(A) It--

☐ is

☐ is not

certified by the Small Business Administration as a small disadvantaged business concern and is listed, on the date of this representation, on the register of small disadvantaged business concerns maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It--

☐ has

☐ has not

submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

**K1.01-10 Cont'd**

(ii) **JOINT VENTURE UNDER THE PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS.** The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:

\_\_\_\_\_.

(8) **(Complete if the offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.)**

The offeror shall check the category in which its ownership falls:

- ☐ Black American
- ☐ Hispanic American
- ☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- ☐ Asian Pacific American (persons with origin from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- ☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- ☐ Individual/concern, other than one of the preceding.

(9) **HUBZONE SMALL BUSINESS CONCERN. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.)** The offeror represents as part of its offer that--

(i) It--

- ☐ is
- ☐ is not

a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns Maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It--

- ☐ is
- ☐ is not

a joint venture that complied with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(9)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating on the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.)

**K1.01-10 Cont'd**

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**Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.**

**(d) CERTIFICATIONS AND REPRESENTATIONS REQUIRED TO IMPLEMENT PROVISIONS OF EXECUTIVE ORDER 11246.**

**(1) PREVIOUS CONTRACTS AND COMPLIANCE.** The offeror represents that--

(i) It--

☐ has

☐ has not

participated in a previous contract or subcontract subject to the EQUAL OPPORTUNITY clause of this solicitation; and

(ii) It--

☐ has

☐ has not

filed all required compliance reports.

**(2) AFFIRMATIVE ACTION COMPLIANCE.** The offeror represents that--

(i) It--

☐ has developed and has on file

☐ has not developed and does not have on file

at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It--

☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**K1.01-10 Cont'd**

(e) **CERTIFICATION REGARDING PAYMENTS TO INFLUENCE FEDERAL TRANSACTIONS (31 U.S.C. 1352).** (Applies only if the contract is expected to exceed \$100,000). By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) **BUY AMERICAN ACT - TRADE AGREEMENTS - BALANCE OF PAYMENTS PROGRAM CERTIFICATE.** (Applies only if DFARS clause 252.225-7007, TRADE AGREEMENTS ACT, is incorporated by reference in this solicitation.)

(1) The offeror certifies that--

(i) Each end product, except the end products listed in subparagraph (2) below, is a domestic end product (as defined in the BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM clause of this solicitation); and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror must identify and certify all end products that are not domestic end products.

(i) The offeror certifies that the following supplies qualify as "U.S.-made end products" but do not meet the definition of "domestic end product":

\_\_\_\_\_  
(Insert line item no.)

(ii) The offeror certifies that the following supplies are qualifying country end products:

\_\_\_\_\_  
(Insert line item no.)

\_\_\_\_\_  
(Insert country of origin)

(iii) The offeror certifies that the following supplies are qualify as designated country end products:

\_\_\_\_\_  
(Insert line item no.)

\_\_\_\_\_  
(Insert country of origin)

(iv) The offeror certifies that the following supplies qualify as Caribbean Basin country end products:

\_\_\_\_\_  
(Insert line item no.)

\_\_\_\_\_  
(Insert country of origin)

(v) The offeror certifies that the following supplies qualify as NAFTA country end products:

\_\_\_\_\_  
(Insert line item no.)

\_\_\_\_\_  
(Insert country of origin)

(vi) The offeror certifies that the following supplies are other nondesignated country end products:

\_\_\_\_\_  
(Insert line item no.)

\_\_\_\_\_  
(Insert country of origin)

(LIST AS NECESSARY)

(3) Offers will be evaluated by giving preference to U.S.-made end products, qualifying country end products, designated country end products, NAFTA country end products, and Caribbean Basin country end products over other end products.



**K1.01-10 Cont'd**

- (g) **BUY AMERICAN ACT - NORTH AMERICAN FREE TRADE AGREEMENT (NAFTA) IMPLEMENTATION ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE.** (Applies only if DFARS clause 252.225-7036, NORTH AMERICAN FREE TRADE AGREEMENT (NAFTA) IMPLEMENTATION ACT, clause is incorporated by reference in this solicitation.)

(1) The offeror certifies that--

- (i) Each end product, except the end products listed in subparagraph (2) below, is a domestic end product (as defined in the BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM clause of this solicitation); and  
 (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror must identify and certify all end products that are not domestic end products.

- (i) The offeror certifies that the following supplies qualify as "U.S.-made end products," but do not meet the definition of "domestic end products":

\_\_\_\_\_  
 (Insert line item number)

(ii) The offeror certifies that the following supplies are qualifying country (except Canada) end products:

\_\_\_\_\_  
 (Insert line item number)

\_\_\_\_\_  
 (Insert country of origin)

(iii) The offeror certifies that the following supplies qualify as NAFTA country end products:

\_\_\_\_\_  
 (Insert line item number)

\_\_\_\_\_  
 (Insert country of origin)

(iv) The offeror certifies that the following supplies are other non-NAFTA country end products:

\_\_\_\_\_  
 (Insert line item number)

\_\_\_\_\_  
 (Insert country of origin)

(LIST AS NECESSARY)

(3) Offers will be evaluated by giving preference to U.S.-made end products, qualifying country end products, or NAFTA country end products over other end products.

(h) **CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY FOR AWARD (EXECUTIVE ORDER 12549).**

The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals

[ ] are

[ ] are not

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) [ ] Have or

**K1.01-10 Cont'd**

[ ] Have not,

within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract ; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

[ ] are or

[ ] are not

presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(FAR 52.212-3/Alts I/III)

**L2.05-5 INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS (PC&S) (DESC AUG 1999)**

(a) **AMENDMENTS TO SOLICITATIONS.** If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(b) **SUBMISSION, MODIFICATION, REVISION, AND WITHDRAWAL OF OFFERS.**

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, signed and dated offers and modifications thereto shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror at or before the exact time specified in this solicitation. Offerors using commercial carriers should ensure that the offer is marked on the outermost wrapper with the information in subdivisions (i) and (ii) above. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation.

(2) The first page of the offer must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) Include name, title, and signature of person authorized to sign the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(iv) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(v) Terms of any express warranty;

(vi) Price and any discount terms; and

(vii) A completed copy of the representations and certifications in the Offeror Submission Package

(3) **IFBs ONLY.**

(i) Facsimile bids **are not** authorized for this solicitation.

(ii) **EVALUATION - Net Payment Terms.** Offers under an IFB that include net payment terms less than 30 days will be determined nonresponsive.

(iii) Prices shall be offered on an economic price adjustment basis only. Firm prices will be nonresponsive and will be rejected.

(iv) The prices set forth on the Price Data Sheet in the block marked "Bid Price" will be a per gallon price. These prices shall not exceed six digits to the right of the decimal (e.g., \$1.030454).

(4) **RFPs ONLY.**

(i) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or that reject the terms and conditions of the solicitation may be excluded from consideration.

(ii) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

**L2.05-5 Cont'd****(c) STANDARD INDUSTRIAL CLASSIFICATION (SIC) CODE AND SMALL BUSINESS SIZE**

**STANDARD.** The SIC code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern that submits an offer in its own name, but which proposes to furnish an item that it did not itself manufacture, is 500 employees.

**(d) PERIOD FOR ACCEPTANCE OF OFFERS.** The offeror agrees to hold the prices in its offer firm for **100** calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

**(e) PRODUCT SAMPLES.** When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

**(f) MULTIPLE OFFERS.** Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

**(g) LATE OFFERS.**

**(1) FOR IFBs.** See the LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS provision in Addendum 1.

**(2) FOR RFPs.**

**(i)** Any proposal received at the office designated in the solicitation after the exact time specified for receipt of offers will not be considered unless it is received before award is made and--

**(A)** It was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

**(B)** It was sent by mail (or telegram or facsimile, if authorized) or hand-carried (including delivery by a commercial carrier) if it is determined by the Government that the late receipt was due primarily to Government mishandling after receipt at the Government installation;

**(C)** It was sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term **working days** excludes weekends and U.S. Federal holidays;

**(D)** It was transmitted through an electronic commerce method authorized by the solicitation and was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals;

**(E)** There is acceptable evidence to establish that it was received at the activity designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers, and the Contracting Officer determines that accepting the late offer would not unduly delay the procurement; or

**(F)** It is the only proposal received.

**(ii)** Any modification or revision of a proposal or response to request for information, including any final proposal revision, is subject to the same conditions as in subparagraphs (c)(3)(i)(A) through (c)(3)(i)(E) of this provision.

**(iii)** The only acceptable evidence to establish the date of mailing of a late proposal or modification or revision sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the proposal, response to a request for information, or modification or revision shall be processed as if mailed late. **Postmark** means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offeror or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

**(iv)** Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

**L2.05-5 Cont'd**

(v) The only acceptable evidence to establish the date of mailing of a late offer, modification or revision, or withdrawal sent by Express mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. **Postmark** has the same meaning as defined in paragraph (c)(3)(iii) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(vi) Notwithstanding paragraph (c)(3)(i) of this provision, a late modification or revision of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(vii) Proposals may be withdrawn by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the FACSIMILE PROPOSALS provision. Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

(viii) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume. If no time is specified in the solicitation, the time for receipt is **1:00 p.m.** local time for the designated Government office.

(h) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(i) Proposals submitted in response to this solicitation shall be in English and in U.S. dollars unless otherwise permitted by the solicitation.

(j) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(k) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

**(l) CONTRACT AWARD.**

**(1) RFPs ONLY (not applicable to IFBs).**

(i) While the Government intends to evaluate offers and award a contract without discussions, it reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary.

(ii) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

(iii) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(2) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose offer(s) conforming to the solicitation will be most advantageous to the Government, cost or price and other factors (including subfactors) specified elsewhere in this solicitation, considered.

(3) The Government may reject any or all offers if such action is in the Government's interest.

(4) The Government may waive informalities and minor irregularities in offers received.

(5) The Government may accept any item or group of items of a proposal, unless the offeror qualifies the proposal by specific limitations. Unless otherwise provided in the Schedule, proposals may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

2001

**L2.05-5 Cont'd**

(6) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time specified in the offer shall result in a binding contract without further action by either party.

(7) The Government may disclose the following information in postaward debriefings to other offerors:

(i) The overall evaluated cost or price and technical rating of the successful offeror;

(ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;

(iii) A summary of the rationale for award; and

(iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

**(m) AVAILABILITY OF REQUIREMENTS DOCUMENTS CITED IN THE SOLICITATION.**

(1) (i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA, FEDERAL SUPPLY SERVICE SPECIFICATIONS SECTION  
470 L'ENFANT PLAZA, SW, SUITE 8100  
WASHINGTON, DC 20407  
TELEPHONE: (202) 619-8925  
FAX: (202) 619-8978

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the address in (i) above. Additional copies will be issued for a fee.

(2) The DOD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--

DEPARTMENT OF DEFENSE SINGLE STOCK POINT (DODSSP)  
BUILDING 4, SECTION D  
700 ROBBINS AVENUE  
PHILADELPHIA, PA 19111-5094  
TELEPHONE: (215) 697-2179  
FAX: (215) 697-1462

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2179; or

(B) Through the DoDSSP Internet site at <http://www.dodssp.dla.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

**(n) DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER.** (Applies to offers exceeding \$25,000.)

The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call **1-800-333-0505**. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

(FAR 52.212-1, **tailored**/DESC 52.212-9F20)

**II.03-1 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (MAY 1999)**

(a) **INSPECTION/ACCEPTANCE.** The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) **ASSIGNMENT.** The Contractor or its assignee's right to be paid amounts due as a result of performance of this contract, may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727).

(c) **CHANGES.** Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) **DISPUTES.** This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, DISPUTES, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) **DEFINITIONS.** The clause at FAR 52.202-1, DEFINITIONS, is incorporated herein by reference.

(f) **EXCUSABLE DELAYS.** The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) **INVOICE.** The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

- (1) Name and address of the Contractor;
- (2) Invoice date;
- (3) Contract number, contract line item number, and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price, and extended price of the item delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(h) **PATENT INDEMNITY.** The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) **PAYMENT.** Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purposes of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the date on which an electronic funds transfer was made.

**II.03-1 Cont'd**

(j) **RISK OF LOSS.** Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon--

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) **TAXES.** The contract price includes all applicable Federal, State, and local taxes and duties.

(l) **TERMINATION FOR THE GOVERNMENT'S CONVENIENCE.** The Government reserves the right to terminate this contract, or any part thereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms and conditions of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purposes. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) **TERMINATION FOR CAUSE.** The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) **TITLE.** Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) **WARRANTY.** The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) **LIMITATION OF LIABILITY.** Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) **OTHER COMPLIANCES.** The Contractor shall comply with all applicable Federal, State, and local laws, executive orders, rules, and regulations applicable to its performance under this contract.

(r) **COMPLIANCE WITH LAWS UNIQUE TO GOVERNMENT CONTRACTS.** The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327 et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986, 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistle blower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) **ORDER OF PRECEDENCE.** Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services;
- (2) The Assignments; Disputes, Payments; Invoices; Other Compliances; and Compliance with Laws Unique to Government Contracts paragraphs of this clause;
- (3) The clause at 52.212-5;
- (4) Addenda to this solicitation or contract, including any license agreements for computer software;
- (5) Solicitation provisions if this is a solicitation;
- (6) Other paragraphs of this clause;
- (7) Standard Form 1449;
- (8) Other documents, exhibits, and attachments; and
- (9) The specification.

(FAR 52.212-4)

#### **II.04 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS (MAY 1999)**

(a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O.11755); and
- (2) 52.233-3, Protest after Award (31 U.S.C 3553).

(b) The Contractor agrees to comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer shall check as appropriate.)

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C.253g and 10 U.S.C.2402).

☐ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).

☒ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

☐ (4)

☐ (i) 52.219-5, Very Small Business Set-Aside (pub. L. 103-403, section 304, small Business Reauthorization and Amendments Act of 1994).

☐ (ii) Alternate I to 52.219-5.

☐ (iii) Alternate II to 52.219-5.

☒ (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).

☒ (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).

☒ (7) 52.219-14, Limitations on Subcontracting (15 U.S.C.637(a)(14)).

☒ (8) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

(ii) Alternate I of 52.219-23.

☐ (9) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☒ (10) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).



**II.04 Cont'd**

☐ (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

☒ (12) 52.222-26, Equal Opportunity (E.O.11246).

☒ (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C.4212).

☒ (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C.793).

☐ (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C.4212).

☐ (16) 52.225-3, Buy American Act -- Supplies (41 U.S.C.10).

☒ (17) 52.225-9, Buy American Act -- Trade Agreements Act --Balance of Payments Program (41 U.S.C.10, 19 U.S.C.2501-2582).

☐ (18) [Reserved]

☐ (19) 52.225-18, European Union Sanction for End Products (E.O.12849).

☐ (20) 52.225-19, European Union Sanction for Services (E.O.12849).

☐ (21)

☐ (i) 52.225-21, Buy American Act -- North American Free Trade Agreement Implementation Act --Balance of Payments Program (41 U.S.C. 10, Pub.L.103-187).

☐ (ii) Alternate I of 52.225-21.

☒ (22) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (31 U.S.C. 3332).

☐ (23) 52.232-4, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration (31 U.S.C. 3332).

☐ (24) 52.232-36, Payment by Third Party (31 U.S.C. 3332).]

☐ (25) 52.239-1, Privacy or Security Safeguards (5 U.S.C.552a).

☐ (26) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C.1241).

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(c) The Contractor agrees to comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

**II.04 Cont'd**

(Contracting Officer check as appropriate.)

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☐ (1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C.351, et seq.).

☐ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C.206 and 41 U.S.C.351, et seq.).

☐ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C.206 and 41 U.S.C.351, et seq.).

☐ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (29 U.S.C.206 and 41 U.S.C.351, et seq.).

☐ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C.351, et seq.).

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(d) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components --

**II.04 Cont'd**

- (1) 52.222-26, Equal Opportunity (E.O.11246);
- (2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C.4212);
- (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C.793); and
- (4) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (46 U.S.C.1241)  
(flow down not required for subcontracts awarded beginning May 1, 1996).  
(FAR 52.212-5)

**II.05 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JAN 1999)**

- (a) The Contractor agrees to comply with the Defense Federal Acquisition Regulation Supplement (DFARS) Clause 252.247-7023, Transportation of Supplies by Sea, which is included in this contract by reference to implement 10 U.S.C. 2631.
- (b) The Contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial items or components.
  - ☐ 252.205-7000 Provision of Information to Cooperative Agreement Holders, 10 U.S.C. 2416
  - ☐ 252.206-7000 Domestic Source Restriction, 10 U.S.C 2304
  - ☒ 252.219-7003 Small Business and Small Disadvantaged Business Subcontracting Plan (DoD Contracts), 15 U.S.C. 637
  - ☐ 252.225-7001 Buy American Act and Balance of Payments Program, 41 U.S.C. 10a-10-d, E.O. 10582
  - ☒ 252.225-7007 Buy American Act -Trade Agreements Act - Balance of Payments Program ( ☐ Alt I), 41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note
  - ☐ 252.225-7012 Preference for Certain Domestic Commodities
  - ☐ 252.225-7014 Preference for Domestic Specialty Metals. - 10 U.S.C. 2341 note
  - ☐ 252.225-7015 Preference for Domestic Hand or Measuring Tools. - 10 U.S.C. 2241 note
  - ☐ 252.225-7021 Trade Agreements ( ☐ Alt I), 19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note
  - ☐ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales, 22 U.S.C. 2779
  - ☐ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments, 22 U.S.C. 2755
  - ☐ 252.225-7029 Restriction on Acquisition of Air Circuit Breakers, 10 U.S.C. 2534(a)93)
  - ☒ 252.225-7036 Buy American Act - North American Free Trade Agreement Implementation Act – Balance of Payments Program ( ☐ Alt I), 41 U.S.C. 10a-10d and 19 U.S.C. 3301 note
  - ☐ 252.227-7015 Technical Data Commercial Items, 10 U.S.C. 2320
  - ☐ 252.227-7037 Validation of Restrictive Markings on Technical Data, 10 U.S.C. 2321
  - ☒ 252.243-7002 Certification of Requests for Equitable Adjustment, 10 U.S.C. 2410
  - ☐ 252.247-7024 Notification of Transportation of Supplies by Sea, 10 U.S.C. 2631

**11.05 Cont'd**

(c) In addition to the clauses listed in paragraph (b) of the CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS clause of this contract, the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under the contract.

[ ] 252.225-7014 Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2241 note).

(DFARS 252.212-7001)

**ADDENDUM #1**  
**PREAWARD SOLICITATION PROVISIONS**

**K1.01-7 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (CONT'D)**  
**(DESC FEB 1999) SMALL BUSINESS CONCERN REPRESENTATION - OFFEROR'S**  
**MANUFACTURING SOURCE.**

(a) The representation in (c) below concerning the offeror's manufacturing source applies to Small Business Set-Aside (SBSA) line items, Small Disadvantaged Business Price Evaluation Adjustment (SDB PEA) line items, and HUBZone Small Business (HSB) line items only.

(1) To be eligible for either the SBSA or SDB PEA, the representation in (c)(1) below must state that all end items will be manufactured or produced by a small business concern in the United States, its territories and possessions, Puerto Rico, or the Trust Territory of the Pacific Islands.

(2) To be eligible for the HSB preference, the representation in (c)(2) below must state that all end items will be manufactured or produced by a HUBZone small business concern in the United States, its territories and possessions, Puerto Rico, or the Trust Territory of the Pacific Islands.

(b) Failure to complete (c) below and failure to submit same with the offer may render the offer ineligible for award in any of these programs.

(c) (1) **SBSA/SDB PEA REPRESENTATION.** The small business concern represents as part of its offer that—

☐ all

☐ not all

end items to be furnished will be manufactured or produced by a small business concern in the United States, its territories or possessions, Puerto Rico, or the Trust Territory of the Pacific Islands.

(2) **HSB REPRESENTATIONS.** The small business concern represents as part of its offer that—

☐ all

☐ not all

end items to be furnished will be manufactured or produced by a HUBZone small business concern in the United States, its territories or possessions, Puerto Rico, or the Trust Territory of the Pacific Islands.

(DESC 52.212-9F35)

**K5 USE OF ELECTRONIC DATA INTERCHANGE (DESC MAY 1994)**

(a) **DEFINITIONS.**

(1) **Electronic Data Interchange (EDI)** means the computer-to-computer exchange of business documents between trading partners using a public standard format.

(2) **American National Standards Institute (ANSI)** means the agency that formulates the guidelines for the standards used in EDI transactions. X12 is the ANSI subcommittee responsible for the development and maintenance of guidelines for use in exchanging standard business transactions electronically.

(3) **Trading partner** means any business customer engaging in an EDI program.

(4) **Trading Partner Agreement (TPA)** means the legal document wherein the trading partners agree to the electronic exchange of documents.

(5) **Value Added Network (VAN)** means the electronic mailbox through which EDI partners exchange business transactions.

(b) The Defense Energy Support Center (DESC) may utilize EDI for certain documents in contracts awarded under this solicitation. DESC has implemented a system using the (ANSI) X12 standards, as applicable, for EDI. When EDI procedures are to be used, DESC and the Contractor will enter into a TPA.

(c) ☐ A check in this block indicates that the Contractor has already entered into a TPA with DESC.

(d) Upon submission of the following data, DESC will forward a TPA to the Contractor for execution:

**K5 Cont'd**

(1) Company Name: \_\_\_\_\_

(2) Point of Contact for EDI: \_\_\_\_\_

(3) POC's Telephone Number: \_\_\_\_\_

(4) POC's Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(5) VAN Service Provider(s): \_\_\_\_\_

(6) Provide information for the following fields:

ISA07      Company Qualifier      \_\_\_\_\_

ISA08      Company Value      \_\_\_\_\_

GS03      Company Value      \_\_\_\_\_

(7) Please identify:

Element Separator: \_\_\_\_\_

Subelement Separator: \_\_\_\_\_

Segment Terminator: \_\_\_\_\_

(e) By execution of the TPA, the Contractor agrees to be bound by the terms and conditions of the agreement governing any transactions with the Government through EDI, in addition to the terms and conditions of the contract. TPAs will be contract independent. Only one will be signed between the Contractor and DESC. As contracts are awarded, the TPA will be incorporated into the specific contracts upon the mutual agreement of the Contractor and DESC.

(f) When a TPA is executed--

(1) The TPA shall identify, among other things, the VAN(s) through which electronic transmissions are made, the Transaction Sets available, security procedures, and guidelines for implementation.

(2) The Contractor shall be responsible for providing its own computer hardware, computer software, and VAN connections necessary to transmit and receive data electronically under the framework of the TPA.

(3) Transaction Sets will be unique to each contract and will be incorporated into contracts as agreed to by the parties.

(4) Nothing in the TPA will invalidate any part of the contract between the Contractor and DESC.

(5) All terms and conditions that would otherwise be applicable to a paper document shall apply to the electronic document.

(DESC 52.232-9F30)

**K45.01 FACSIMILE OR ELECTRONIC INVOICING (DESC JAN 1998)****(a) FACSIMILE INVOICING.**

(1) Submission of invoices by facsimile (FAX) is authorized when the offeror will utilize this method of invoicing at all times.

(2) Offeror shall indicate whether or not he intends to submit invoices via FAX:

[ ] YES [ ] NO

(3) See the SUBMISSION OF INVOICES FOR PAYMENT clause for FAX invoicing procedures.

**(4) RETURN OF INVOICES BY THE PAYING OFFICE.**

(i) Invoices deemed improper in accordance with the Prompt Payment Act may be returned to the offeror via FAX with the reason for return.

(ii) The offeror's FAX number for returning improper invoices is--

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(For overseas locations, include the country code)

**(b) ELECTRONIC INVOICING (EDI)**

(1) Electronic submission of invoices via Electronic Data Interchange (EDI) for all applicable items (as defined in the SUBMISSION OF INVOICES FOR PAYMENT clause) is authorized when the offeror will utilize this method of invoicing at all times for those affected items.

(2) The offeror shall indicate whether it intends to submit electronic invoices via EDI.

[ ] YES [ ] NO

(3) See the SUBMISSION OF INVOICES FOR PAYMENT for electronic invoicing procedures.  
(DESC 52.232-9F20)

**K85 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)****(a) DEFINITIONS.** As used in this provision--

(1) **Government of a terrorist country** includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) **Terrorist country** means a country determined by the Secretary of State, under Section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

**(3) Significant interest,** as used in this provision means--

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) **PROHIBITION ON AWARD.** In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

**(c) DISCLOSURE.**

If the government of a terrorist country has a significant interest in the offeror or a subsidiary of the offeror, the offeror shall disclose such interest in an attachment to its offer. If the offeror is a subsidiary, it shall also disclose any significant interest each government has in any firm that owns or controls the subsidiary. The disclosure shall include--

**K85 Cont'd**

- (1) Identification of each government holding a significant interest; and
- (2) A description of the significant interest held by each Government.

(DFARS 252.209-7001)

**L3.03 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS (MAY 1997)**

(a) Any bid received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it--

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of bids (e.g., a bid submitted in response to a solicitation requiring receipt of bids by the 20th of the month must have been mailed by the 15th);

(2) Was sent by mail (or telegram or facsimile, if authorized) or hand-carried (including delivery by a commercial carrier) if it is determined by the Government that the late receipt was due primarily to Government mishandling after receipt at the Government installation;

(3) Was sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 P.M. at the place of mailing two working days prior to the date specified for receipt of bids. The term "working days" excludes weekends and U.S. Federal holidays; or

(4) Was transmitted through an electronic commerce method authorized by the solicitation and was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m., one working day prior to the date specified for receipt of bids.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision.

(c) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the bid, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, bidders should request the postal clerks to place a legible hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(d) The only acceptable evidence to establish the time of receipt at the Government installation is the time/date stamp of that installation on the bid wrapper or other documentary evidence of receipt maintained by the installation.

(e) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, bidders should request the postal clerk to place a legible hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(f) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful bid that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(g) Bids may be withdrawn by written notice or telegram (including mailgram) received at any time before the exact time set for receipt of bids. If the solicitation authorizes facsimile bids, bids may be withdrawn via facsimile received at any time before the exact time set for receipt of bids, subject to the conditions specified in the provision entitled "Facsimile Bids." A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for receipt of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

(h) If an emergency or unanticipated event interrupts normal Government processes so as to cause postponement of the scheduled bid opening, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the opening date, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first workday on which normal Government processes resume.

(FAR 52.214-7)



**L4.04 CONTRACT AWARD - SEALED BIDDING (JUL 1990)**

(a) The Government will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the Government considering only price and the price-related factors specified elsewhere in the solicitation.

(b) The Government may (1) reject any or all bids, (2) accept other than the lowest bid, and (3) waive informalities or minor irregularities in bids received.

(c) The Government may accept any item or group of items of a bid, unless the bidder qualifies the bid by specific limitations. UNLESS OTHERWISE PROVIDED IN THE SCHEDULE, BIDS MAY BE SUBMITTED FOR QUANTITIES LESS THAN THOSE SPECIFIED. THE GOVERNMENT RESERVES THE RIGHT TO MAKE AN AWARD ON ANY ITEM FOR A QUANTITY LESS THAN THE QUANTITY OFFERED, AT THE UNIT PRICES OFFERED, UNLESS THE BIDDER SPECIFIES OTHERWISE IN THE BID.

(d) A written award or acceptance of a bid mailed or otherwise furnished to the successful bidder within the time for acceptance specified in the bid shall result in a binding contract without further action by either party.

(e) The Government may reject a bid as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the Government even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

(FAR 52.214-10)

**L5.01 AGENCY PROTESTS (DESC AUG 1997) - DLAD**

(a) Parties protesting this procurement may file a protest (1) with the Contracting Officer, (2) with the General Accounting Office, or (3) pursuant to Executive Order 12979, with the DESC Commodity Business Unit Director.

(b) Protests filed with the Director, DESC Commodity Business Unit, pursuant to Executive Order 12979 should be addressed to the Contracting Officer, but should clearly state that they are an "Agency Level Protest under Executive Order 12979." The Contracting Officer will forward the protest to the DESC Director of the appropriate commodity business unit for a decision. (This process allows for a higher level decision on the initial protest, it is not a review of a Contracting Officer's decision on a protest filed with the Contracting Officer.)

(c) Absent a clear indication of the intent to file an agency level protest under Executive Order 12979, protests will be presumed to be protests to the Contracting Officer.

(d) To the maximum extent possible, all parties shall use their best efforts to resolve concerns at the Contracting Officer level through frank and open discussions.

(DLAD 52.233-9000, revised)

**L46 SINGLE UNIT PRICE REQUIRED (DESC MAR 1999)**

Subparagraph (b)(3) of the DELIVERY CONDITIONS (by various means) clause defines the minimum amount of product that can be required in a single delivery for tank wagons. All offerors must offer a single unit price to provide for the minimum required delivery for tank wagons. All offerors must offer a single unit price to cover any quantity of product that may be required in a single delivery under the contract. Offers that provide for a unit price that fluctuates according to the quantity delivered in a single delivery are not acceptable.

(DESC 52.216-9F10)

**L54 SITE VISIT (DESC OCT 1992)**

(a) It is the responsibility of the offerors/bidders to inspect the site where supplies are to be delivered and to obtain all available information about the site necessary to satisfy themselves about general and local conditions that may affect delivery and the cost of contract performance, to the extent that the information is reasonably obtainable. Offerors/bidders are responsible for any costs incurred for any site inspection and for obtaining information.

(b) In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(DESC 52.237-9F05)

**L63.19 NOTICE OF APPLICATION OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (DESC MAR 1999)**

(a) This clause applies to Federal Civil items only.

(b) The small disadvantaged business Price Evaluation Adjustment (SDB PEA) provided by the NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS clause will be applied only through the end of Fiscal Year 2000 obligations or estimates thereof. Offerors are cautioned that the statutorily authorized period for application of the PEA may be affected by legislation. If this occurs, offers under this solicitation will be evaluated on the basis of the statutory authority in effect at the time of award. This solicitation will not be amended solely for the purpose of notifying offerors of a change in the statutory authority for application of the PEA.

(DESC 52.219-9F06)

**L96 ADMINISTRATION OF THE SMALL BUSINESS SUBCONTRACTING PROGRAM (DESC FEB 1999)**

The SMALL BUSINESS SUBCONTRACTING PLAN clause contained in any contract awarded under this solicitation will be administered by the cognizant Defense Contract Management District.

(DESC 52.242-9F15)

**L114 SHIPPING POINT(S) USED IN EVALUATION OF F.O.B. ORIGIN OFFERS (APR 1984)**

(a) If more than one shipping point or plant is designated by the offeror and the offeror fails to indicate the quantity per shipping point or plant before bid opening, the Government will evaluate the offer on the basis of delivery of the entire quantity from the point or plant where cost of transportation is more favorable to the Government.

(b) If the offeror, before bid opening (or the closing date specified for receipt of offers), fails to indicate any shipping point or plant, the Government will evaluate the offer on the basis of delivery from the plant at which the contract will be performed, as indicated in the offer. If no plant is indicated in the offer, the offer will be evaluated on the basis of delivery from the Contractor's business address indicated in the offer.

(c) If the offeror uses a shipping point other than that which has been used by the Government as a basis for the evaluation of offers, any increase of transportation costs shall be borne by the Contractor and any savings shall revert to the Government.

(FAR 52.247-46)

**L117 NOTIFICATION OF TRANSPORTATION COMPANY TO BE UTILIZED IN THE DELIVERY OF PRODUCT (DOMESTIC PC&S) (DESC JUN 1997)**

**[ ] Check here if not subcontracting with a transportation company in the performance of any resultant contract.**

(a) In the performance of any resultant contract, offeror agrees not to utilize transportation companies that have been debarred or suspended, are ineligible for receipt of contracts with Government agencies, are in receipt of a notice of proposed debarment or ineligibility from any Government agency, or are otherwise ineligible under Federal programs. Offerors shall submit the name, address, and telephone number of the transportation company(ies) that will be utilized in the performance of any resultant contract. In addition, it is requested that offerors provide the State(s) in which the transporter is authorized to conduct business.

(b) The information provided will not be used in the evaluation of offer prices. However, the information is subject to review by the Contracting Officer and could result in a nonresponsibility determination. Failure to provide the requested information may also render the offeror nonresponsive.

(c) Should any of the specified information change prior to award, offerors are required to provide the Contracting Officer with the updated information (also see the NOTIFICATION OF CHANGE IN TRANSPORTATION COMPANY clause in Addendum II).

Name, Address, and Phone Number  
of Transportation Company

State(s) in which transporter  
is authorized to operate

(DESC 52.247-9F60)

**L203 HANDCARRIED OFFERS AND EXPRESS DELIVERY SERVICE (DESC JAN 1998)**

(a) Any handcarried offer must be received at the depository indicated on the Standard Form (SF) 33 or SF 1449 of this solicitation by the date and time specified for receipt of offers. Evidence to establish the time of receipt at the Government installation is the time/date stamp of that installation on the solicitation wrapper or other documentary evidence of receipt maintained by the installation.

(b) Offers delivered by an express delivery service will be considered "handcarried." Therefore, bidders/offerors that respond to this solicitation using an express delivery service must ensure that the express delivery service "handcarries" the offer to the depository indicated on the SF 33 or SF 1449.

(c) The term **express delivery service** does not include Express Mail delivered by the United States Postal Service. Express Mail will be considered "mail" under the LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS provision or the Late Offers paragraph of the INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS or INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITIONS provision.

(DESC 52.252-9F05)

**M63.01 EVALUATION OF OFFERS FOR ALTERNATE PRODUCT (PC&S) (DESC DEC 1993)**

(a) Where an activity can accept either gasohol or gasoline, the item numbers and delivery narratives in the Schedule will be shown for each type product. Offerors may offer on either or both products. Any award will be made for the product that receives the lowest evaluated offer. The Government will use an evaluation factor based on the difference between the Federal Excise Tax (FET) for gasoline and gasohol at the prevailing rate on the date of bid opening or closing of negotiations. This difference, adjusted by the anticipated percentage of on-highway use as shown in the delivery schedule, will be deducted from the gasohol offered price(s) prior to the application of other applicable evaluation criteria.

(b) Do not include the FET for either product in your offer price.

(DESC 52.214-9F20)

**LIST OF ATTACHMENTS**

THE FOLLOWING ARE INCLUDED IN THIS SOLICITATION:

	<b><u>TITLE</u></b>	<b><u>LOCATION</u></b>
[X]	DD FORM 1707, INFORMATION TO OFFERORS OR QUOTERS	COVER SHEET
[X]	SF 1449, SOLICITATION/ORDER OF COMMERCIAL ITEMS	PAGE 1
[X]	PRICE DATA SHEETS	ATTACHED
[X]	BASE REFERENCE PRICE	ATTACHED
[X]	OFFEROR SUBMISSION PACKAGE	ATTACHED

## ADDENDUM #2

## POSTAWARD CONTRACT CLAUSES

**B19.19 ECONOMIC PRICE ADJUSTMENT (PC&S) (DESC JUL 1999)**(a) **WARRANTIES.** The Contractor warrants that--

(1) The unit prices set forth in the Schedule do not include allowances for any portion of the contingency covered by this clause; and

(2) The prices to be invoiced hereunder shall be computed in accordance with the provisions of this clause.

(b) **DEFINITIONS.** As used throughout this clause, the term--(1) **Base price** means--

(i) The unit price offered for an item and included in the contract award schedule; or

(ii) During any subsequent program year, either the effective contract price as of the start of the subsequent program year, or the price agreed upon as of the start of the subsequent program year.

(2) **Base reference price** means the preselected reference price for an item as published on 4 October 1999. In the event one or more applicable reference prices are not (or were not) published on the date shown, then the term **base reference price** means the preselected reference price for an item as published on the date nearest in time prior to the date shown.

(3) **Reference price** means that published reference price or combination of published reference prices preselected by the Government for price adjustment for individual items by product, market area, and publication as specified in (f) below.

(4) **Date of delivery** means--(i) **FOR TANKER OR BARGE DELIVERIES.**

(A) **F.O.B. ORIGIN.** The date and time vessel commences loading.

(B) **F.O.B. DESTINATION.** The date and time vessel commences discharging.

(ii) **FOR ALL OTHER TYPES OF DELIVERIES.** The date product is received on a truck-by-truck basis.

(5) **Calendar week** means a consecutive seven-day period, beginning with whichever day of the week is specified in (c)(1) below.

(c) **ADJUSTMENTS.** Contract price adjustments shall be provided via notification through contract modifications and/or posting to the DESC web page under the heading **Doing Business with DESC** to reflect any price change pursuant to this clause.

(1) **DAY OF PUBLICATION.**

(i) **PLATT'S BUNKERWIRE AND BUNKERFUELS REPORT.** For items employing Platt's Bunkerwire or Bunkerfuels Report as an escalator, the reference price in effect on the date of delivery shall be that item's preselected reference price that is published on the **Tuesday** of the calendar week in which the delivery is made, or, in the event there is no publication on Tuesday of that week, it shall be the item's preselected reference price published on the previous Tuesday.

(ii) **OTHER PUBLICATIONS.** Except for items employing Platt's Bunkerwire or Bunkerfuels Report as an escalator, the reference price in effect on the date of delivery shall be that item's preselected reference price that is published on the **Monday** of the calendar week in which the delivery is made, or, in the event there is no publication in that week, it shall be the item's preselected reference price as last previously published.

(2) **CALCULATIONS.** The prices payable hereunder shall be determined by adding to the award price the same number of cents, or fraction thereof, that the reference price increases or decreases, per like unit of measure. All arithmetical calculations, including the final adjusted unit price, shall be carried to six decimal places, truncated.

(i) If averages are published within a given publication, then these averages will be used.

(ii) If averages are not available within a given publication, manually calculated averages will be used.

(3) **REVISION OF PUBLISHED REFERENCE PRICE.** In the event--

(i) Any applicable reference price is discontinued or its method of derivation is altered substantially; or

(ii) The Contracting Officer determines that the reference price consistently and substantially failed to reflect market conditions--

**B19.19 Cont'd**

the parties shall mutually agree upon an appropriate and comparable substitute for determining the price adjustments hereunder. The contract shall be modified to reflect such substitute effective on the date the reference price was discontinued, altered, or began to consistently and substantially fail to reflect market conditions. If the parties fail to agree on an appropriate substitute, the matter shall be resolved in accordance with paragraph (d), Disputes, of the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS clause of this contract.

(4) **FAILURE TO DELIVER.** Notwithstanding any other provisions of this clause, no upward adjustment shall apply to product scheduled under the contract to be delivered before the effective date of the adjustment, unless the Contractor's failure to deliver according to the delivery schedule results from causes beyond the Contractor's control and without its fault or negligence within the meaning of paragraphs (f), Excusable Delays, and (m), Termination for Cause, of the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS clause of this contract, or is the result of an allocation made in accordance with the terms of the ALLOCATION clause of this contract, in which case the contract shall be amended to make an equitable extension of the delivery schedule.

(5) **UPWARD CEILING ON ECONOMIC PRICE ADJUSTMENT.** The Contractor agrees that the total increase in any contract unit price pursuant to these economic price adjustment provisions shall not exceed 60 percent of the base price in any applicable program year (whether a single year or a multiyear program), except as provided hereafter.

(i) If at any time the Contractor has reason to believe that within the near future a price adjustment under the provisions of this clause will be required that will exceed the current contract ceiling price for any item, the Contractor shall promptly notify the Contracting Officer in writing of the expected increase. The notification shall include a revised ceiling the Contractor believes is sufficient to permit completion of remaining contract performance, along with an appropriate explanation and documentation as required by the Contracting Officer.

(ii) If an actual increase in the reference price would raise a contract unit price for an item above the current ceiling, the Contractor shall have no obligation under this contract to fill pending or future orders for such item, as of the effective date of the increase, unless the Contracting Officer issues a contract modification to raise the ceiling. If the contract ceiling will not be raised, the Contracting Officer shall so promptly notify the Contractor in writing.

(d) **EXAMINATION OF RECORDS.** The Contractor agrees that the Contracting Officer or designated representatives shall have the right to examine the Contractor's books, records, documents, or other data the Contracting Officer deems necessary to verify Contractor adherence to the provisions of this clause.

(e) **FINAL INVOICE.** The Contractor shall include a statement on the final invoice that the amounts invoiced hereunder have applied all decreases required by this clause.

(f) **PUBLICATIONS:** The following publication(s) is (are) used:

**OPIS** – Oil Price Information Service PAD Reports – Average price for the city and product noted.

**Platt's** – Platt's Oilgram Price Report (**PUBLISHED TUESDAY**), Five-day Rolling Average, Gasoil/Heating Oil, Low Sulfur Resid Fuel Oil or High Sulfur Resid Fuel Oil Tables. The average of the high and low price for the location and product noted. These prices will be used to adjust contract prices effective on Monday of the same week as the published price.

(DESC 52.216-9FW1)

## COG 2

**PETROLEUM MARKET AREAS**

<b><u>STATE</u></b>	<b><u>MARKET AREA</u></b>	<b><u>COUNTIES</u></b>
<b><u>Connecticut</u></b>	ALL	
<b><u>Maine</u></b>	ALL	
<b><u>Massachusetts</u></b>	A	Berkshire
	B	Franklin, Hampden, Hampshire
	C	Barnstable, Bristol, Dukes, Essex, Middlesex, Nantucket, Norfolk, Plymouth, Suffolk, Worcester
<b><u>New Hampshire</u></b>	A	Cheshire, Hillsborough, Rockingham
	B	Belknap, Carroll, Coos, Grafton, Merrimack, Strafford
<b><u>New Jersey</u></b>	A	Bergen, Essex, Hudson, Hunterdon, Middlesex, Monmouth, Morris, Ocean, Passaic, Somerset, Sussex, Union, Warren
	B	Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Mercer, Salem
<b><u>New York</u></b>	A	Delaware, Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester
	B	Allegany, Cattaraugus, Chautaugua, Chemung, Erie, Genesee, Livingston, Monroe, Niagara, Ontario, Orleans, Schuyler, Seneca, Steuben, Tioga, Tompkins, Wayne, Wyoming, Yates
	C	Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saint Lawrence, Saratoga, Schenectady, Scholharie, Warren, Washington
	D	Broome, Cayuga, henango, Cortland, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Otsego
	E	Bronx, Kings, New York, Queens, Richmond
	F	Nassau, Suffolk

**PETROLEUM MARKET AREAS CONT'D****Pennsylvania**

A	Allegheny, Armstrong, Beaver, Bedford, Butler, Cambria, Cameron, Clarion, Clearfield, Crawford, Elk, Fayette, Forest, Greene, Indiana, Jefferson, Lawrence, McKean, Mercer, Potter, Somerset, Venango, Warren, Washington, Westmoreland
B	Bradford, Carbon, Columbia, Lackawanna, Luzerne, Wycoming, Monroe, Montour, Pike, Sullivan, Susquehanna, Tioga, Wayne, Wyoming
C	Bucks, Chester, Delaware, Montgomery, Philadelphia
D	Erie
E	Adams, Franklin, Fulton, York
F	Blair, Centre, Clinton, Huntingdon, Juniata, Mifflin
G	Berks, Cumberland, Dauphin, Lancaster, Lebanon, Lehigh, Northampton, Northumberland, Perry, Schuylkill, Snyder, Union

**Rhode Island**

ALL

**Vermont**

ALL

**GASOLINES\***

<b><u>STATE</u></b>	<b><u>MARKET AREA</u></b>	<b><u>ESCALATION REFERENCE</u></b>
<b><u>Connecticut</u></b>	ALL	OPIS New Haven
<b><u>Maine</u></b>	ALL	OPIS Portland
<b><u>Massachusetts</u></b>	A	OPIS Albany, NY
	B	OPIS Springfield
	C	OPIS Boston
<b><u>New Hampshire</u></b>	A	OPIS Boston, MA
	B	OPIS Portland, ME
<b><u>New Jersey</u></b>	A	OPIS Newark
	B	OPIS Philadelphia. PA
<b><u>New York</u></b>	A	OPIS Newburgh
	B	OPIS Buffalo
	C	OPIS Albany
	D	OPIS Syracuse
	E	OPIS Newark, NJ
	F	OPIS Long Island
<b><u>Pennsylvania</u></b>	A	OPIS Pittsburgh
	B	OPIS Scranton
	C	OPIS Philadelphia
	D	OPIS Buffalo, NY
	E	OPIS Baltimore, MD
	F	OPIS Altoona
	G	OPIS Harrisburg
<b><u>Rhode Island</u></b>	ALL	OPIS Providence
<b><u>Vermont</u></b>	ALL	OPIS Albany, NY

**\* NOTES:****CLEAR/OXYGENATED GASOLINE**

a) All regular unleaded gasoline items escalate/deescalate with regular unleaded gasoline references. All midgrade unleaded gasoline items escalate/deescalate with midgrade unleaded gasoline references. All premium unleaded gasoline items escalate/deescalate with premium unleaded gasoline reference.

b) Gasoline items, in areas where oxygenated gasoline is required by law, will switch to the oxygenated gasoline average at the start of the control period and return to the clear (nonoxygenated) gasoline average at the end of the control period. Gasoline items, in areas where oxygenated gasoline is not required by law, will use clear (non oxygenated) gasoline prices at all times.



## REFORMULATED GASOLINE

- c) Reformulated gasoline (RFG) items, outside of oxygenated fuel program areas, will use the average price for non-oxygenated program RFG.
- d) Reformulated gasoline items, within an oxygenated fuel program area, will use the average price for oxygenated program reformulated gasoline (OPRG). Reformulated gasoline items, within oxygenated fuel program areas, switch to an OPRG reference at the start of the control period and return to a non-oxygenated program RFG price at the end of the control period.

## GASOHOL

- e) All regular unleaded gasohol items escalate/deescalate with regular unleaded gasoline references. All midgrade unleaded gasohol items escalate/deescalate with midgrade unleaded gasoline references. All premium unleaded gasohol items escalate/deescalate with premium unleaded gasoline reference.
- f) Gasohol items, in areas where oxygenated gasoline is required by law, will switch to the oxygenated gasoline average at the start of the control period and return to the clear (nonoxygenated) gasoline average at the end of the control period. Gasohol items, in areas where oxygenated gasoline is not required by law, will use clear (non oxygenated) gasoline prices at all times.
- g) Gasohol items, in areas where reformulated gasoline (RFG) is required by law, will use the average price for reformulated gasoline. Gasohol items, in areas with an oxygenated fuel program where reformulated gasoline is required, will switch to the reformulated oxygenated gasoline (OPRG) price during the control period and return to the non-oxygenated program reformulated gasoline (RFG) price at the end of the control period.
- h) Gasohol items, in areas where low RVP gasoline is required, will follow the appropriate references for gasoline as explained in the notes entitled RVP REQUIREMENTS FOR GASOLINE.

## RVP REQUIREMENTS FOR GASOLINE

**OPIS Pittsburgh, PA** -- All regular, midgrade and premium unleaded gasoline items in the Pennsylvania counties of **Allegheny, Armstrong, Beaver, Butler, Fayette, Washington, and Westmoreland** should switch to the 7.8 RVP gasoline reference the 1<sup>st</sup> Monday in May or when the 7.8 RVP gasoline reference first becomes available and use the 7.8 RVP gasoline price through the second Monday of September. On the third Monday of September these items should switch back to the 9.0 RVP reference.

All other gasoline items using the OPIS Pittsburgh, PA reference should use the 9.0 RVP price at all times.

**NO. 1 DISTILLATE HIGH AND LOW SULFUR\***

<b><u>STATE</u></b>	<b><u>MARKET AREA</u></b>	<b><u>ESCALATION REFERENCE</u></b>
<b><u>Connecticut</u></b>	ALL	OPIS New Haven Low Sulfur
<b><u>Maine</u></b>	ALL	OPIS Portland Low Sulfur
<b><u>Massachusetts</u></b>	A	OPIS Albany, NY Low Sulfur
	B	OPIS Springfield Low Sulfur
	C	OPIS Boston MA Low Sulfur
<b><u>New Hampshire</u></b>	A	OPIS Boston, MA Low Sulfur
	B	OPIS Portland, ME Low Sulfur
<b><u>New Jersey</u></b>	A	OPIS Newark Low Sulfur
	B	OPIS Philadelphia. PA Low Sulfur
<b><u>New York</u></b>	A	OPIS Newburgh Low Sulfur
	B	OPIS Buffalo Low Sulfur
	C	OPIS Albany Low Sulfur
	D	OPIS Syracuse Low Sulfur
	E	OPIS Newark Low Sulfur
	F	OPIS Newark Low Sulfur
<b><u>Pennsylvania</u></b>	A	OPIS Pittsburgh Low Sulfur
	B	OPIS Scranton Low Sulfur
	C	OPIS Philadelphia Low Sulfur
	D	OPIS Buffalo, NY Low Sulfur
	E	OPIS Baltimore, MD Low Sulfur
	F	OPIS Altoona Low Sulfur
	G	OPIS Harrisburg Low Sulfur
<b><u>Rhode Island</u></b>	ALL	OPIS Boston, MA Low Sulfur
<b><u>Vermont</u></b>	ALL	OPIS Albany, NY Low Sulfur

**\*NOTE: Applies to DF1, DL1, Kerosene 1-K, Kerosene 2-K, Burner Oil No.1, LS1, HS1, DLW, LSW**

**NO. 2 DISTILLATE HIGH SULFUR\***

<b><u>STATE</u></b>	<b><u>MARKET AREA</u></b>	<b><u>ESCALATION REFERENCE</u></b>
<b><u>Connecticut</u></b>	ALL	OPIS New Haven
<b><u>Maine</u></b>	ALL	OPIS Portland
<b><u>Massachusetts</u></b>	A	OPIS Albany, NY
	B	OPIS Springfield
	C	OPIS Boston
<b><u>New Hampshire</u></b>	A	OPIS Boston, MA
	B	OPIS Portland, ME
<b><u>New Jersey</u></b>	A	OPIS Newark
	B	OPIS Philadelphia, PA
<b><u>New York</u></b>	A	OPIS Newburgh
	B	OPIS Buffalo
	C	OPIS Albany
	D	OPIS Syracuse
	E	OPIS New York
	F	OPIS Long Island
<b><u>Pennsylvania</u></b>	A	OPIS Pittsburgh
	B	OPIS Scranton
	C	OPIS Philadelphia
	D	OPIS Buffalo, NY
	E	OPIS Baltimore, MD
	F	OPIS Altoona
	G	OPIS Harrisburg
<b><u>Rhode Island</u></b>	ALL	OPIS Providence
<b><u>Vermont</u></b>	ALL	OPIS Albany, NY

\* NOTE: Applies to DF2, FS2 (Burner Oil), HS2, MGO

**NO. 2 DISTILLATE LOW SULFUR\***

<b><u>STATE</u></b>	<b><u>MARKET AREA</u></b>	<b><u>ESCALATION REFERENCE</u></b>
<b><u>Connecticut</u></b>	ALL	OPIS New Haven
<b><u>Maine</u></b>	ALL	OPIS Portland
<b><u>Massachusetts</u></b>	A	OPIS Albany, NY
	B	OPIS Springfield
	C	OPIS Boston
<b><u>New Hampshire</u></b>	A	OPIS Boston, MA
	B	OPIS Portland, ME
<b><u>New Jersey</u></b>	A	OPIS Newark
	B	OPIS Philadelphia, PA
<b><u>New York</u></b>	A	OPIS Newburgh
	B	OPIS Buffalo
	C	OPIS Albany
	D	OPIS Syracuse
	E	OPIS New York
	F	OPIS Long Island
<b><u>Pennsylvania</u></b>	A	OPIS Pittsburgh
	B	OPIS Scranton
	C	OPIS Philadelphia
	D	OPIS Buffalo, NY
	E	OPIS Baltimore, MD
	F	OPIS Altoona
	G	OPIS Harrisburg
<b><u>Rhode Island</u></b>	ALL	OPIS Providence
<b><u>Vermont</u></b>	ALL	OPIS Albany, NY

\* NOTE: Applies to DL2, DLS, LS2, LSS

**NO. 4 FUEL OIL**

<b><u>STATE</u></b>	<b><u>MARKET AREA</u></b>	<b><u>PRODUCT AND ESCALATION REFERENCE</u></b>
<b><u>Maine</u></b>	ALL	<b><u>No.4 Burner Oil, 0.5% Max Sulfur</u></b> 50% Platts Gasoil/Heating Oil NY Cargo 35% Platts Low Sulfur Resid Fuel Oil NY Cargo .3%HP 15% Platts Low Sulfur Resid Fuel Oil NY Cargo 1.0%Max
<b><u>Massachusetts</u></b>	B	<b><u>No.4 Burner Oil, 1.0% Max Sulfur</u></b> 50% Platts Gasoil/Heating Oil NY Cargo 20% Platts Low Sulfur Resid Fuel Oil NY Cargo .3%HP 30% Platts Hi Sulfur Resid Fuel Oil NY Cargo 2.2%
	C	<b><u>No.4 Burner Oil, 0.5% Max Sulfur</u></b> 50% Platts Gasoil/Heating Oil NY Cargo 35% Platts Low Sulfur Resid Fuel Oil NY Cargo .3%HP 15% Platts Low Sulfur Resid Fuel Oil NY Cargo 1.0%Max  <b><u>No.4 Burner Oil, 1.0% Max Sulfur</u></b> 50% Platts Gasoil/Heating Oil NY Cargo 20% Platts Low Sulfur Resid Fuel Oil NY Cargo .3%HP 30% Platts Hi Sulfur Resid Fuel Oil NY Cargo 2.2%
<b><u>New Jersey</u></b>	B	<b><u>No. 4 Burner Oil, 0.3% Max Sulfur</u></b> 50% Platt's Gasoil/Heating Oil NY Cargo 50% Platt's Low Sulfur Resid Fuel Oil NY Cargo .3%HP
<b><u>New York</u></b>	C	<b><u>No. 4 Burner Oil, 1.5% Max Sulfur</u></b> 50% Platt's Gasoil/Heating Oil NY Cargo 50% Platt's Hi Sulfur Resid Fuel Oil NY Cargo 2.2%
	F	<b><u>No.4 Burner Oil, 0.5% Max Sulfur</u></b> 50% Platt's Gasoil/Heating Oil NY Cargo 35% Platt's Low Sulfur Resid Fuel Oil NY Cargo .3% HP 15% Platt's Low Sulfur Resid Fuel Oil NY Cargo 1% Max
<b><u>Pennsylvania</u></b>	E	<b><u>No. 4 Burner Oil, 1.5% Max Sulfur</u></b> 50% Platt's Gasoil/Heating Oil NY Cargo 50% Platt's Hi Sulfur Resid Fuel Oil NY Cargo 2.2%  <b><u>No.4 Burner Oil, 2.8% Max Sulfur</u></b> 50% Platt's Gasoil/Heating Oil NY Cargo 50% Platt's Hi Sulfur Resid Fuel Oil NY Cargo 3.0%
<b><u>Rhode Island</u></b>	ALL	<b><u>No.4 Burner Oil, 0.5% Max Sulfur</u></b> 50% Platts Gasoil/Heating Oil NY Cargo 35% Platts Low Sulfur Resid Fuel Oil NY Cargo .3%HP 15% Platts Low Sulfur Resid Fuel Oil NY Cargo 1.0%Max

**NO. 5 FUEL OIL**

<b><u>STATE</u></b>	<b><u>MARKET AREA</u></b>	<b><u>PRODUCT AND ESCALATION REFERENCE</u></b>
<b><u>Maine</u></b>	ALL	<b><u>No.5 Burner Oil No.5 Heavy, 2.0% Max Sulfur</u></b> 25% Platts Gasoil/Heating Oil NY Cargo 20% Platts Low Sulfur Resid Fuel Oil NY Cargo 1.0% Max 55% Platts Hi Sulfur Resid Fuel Oil NY Cargo 3.0% Max
<b><u>New York</u></b>	A	<b><u>No.5 Burner Oil Light, 0.5% Max Sulfur</u></b> 40% Platt's Gasoil/Heating Oil NY Cargo 40% Platt's Low Sulfur Resid Fuel Oil NY Cargo .3% HP 20% Platt's Low Sulfur Resid Fuel Oil NY Cargo 1% Max

**NO. 6 FUEL OIL**

<b><u>STATE</u></b>	<b><u>MARKET AREA</u></b>	<b><u>PRODUCT AND ESCALATION REFERENCE</u></b>
<b><u>Connecticut</u></b>	ALL	<b><u>No.6 Burner Oil, 0.5% Max Sulfur</u></b> Platts Low Sulfur Resid Fuel Oil NY Cargo .3%HP
		<b><u>No.6 Burner Oil, 1.0% Max Sulfur</u></b> Platts Low Sulfur Resid Fuel Oil NY Cargo, 1.0%Max
<b><u>Maine</u></b>	ALL	<b><u>No.6 Burner Oil, 0.5% Max Sulfur</u></b> Platts Low Sulfur Resid Fuel Oil NY Cargo .3%HP
<b><u>Massachusetts</u></b>	B	<b><u>No.6 Burner Oil, 1.0% Max Sulfur</u></b> Platts Low Sulfur Resid Fuel Oil NY Cargo, 1.0%Max
	C	<b><u>No.6 Burner Oil, 0.5% Max Sulfur</u></b> Platts Low Sulfur Resid Fuel Oil NY Cargo .3%HP
		<b><u>No.6 Burner Oil, 1.0% Max Sulfur</u></b> Platts Low Sulfur Resid Fuel Oil NY Cargo, 1.0%Max
<b><u>New Jersey</u></b>	A	<b><u>No. 6 Burner Oil, 0.3% Max Sulfur</u></b> Platt's Low Sulfur Resid Fuel Oil NY Cargo .3% HP
		<b><u>No. 6 Burner Oil, 0.5% Max Sulfur</u></b> Platt's Low Sulfur Resid Fuel Oil NY Cargo .3% HP
	B	<b><u>No. 6 Burner Oil, 0.5% Max Sulfur</u></b> Platt's Low Sulfur Resid Fuel Oil NY Cargo .3% HP
		<b><u>No. 6 Burner Oil, 2.0% Max Sulfur</u></b> 50% Platt's Low Sulfur Resid Fuel Oil NY Cargo 1.0% Max 50% Platt's Hi Sulfur Resid Fuel Oil NY Cargo 3.0%
<b><u>New York</u></b>	B	<b><u>No. 6 Burner Oil, 1.5% Max Sulfur</u></b> 60% Platt's Low Sulfur Resid Fuel Oil NY Cargo 1% Max 40% Platt's Hi Sulfur Resid Fuel Oil NY Cargo 2.2%
	C	<b><u>No. 6 Burner Oil, 1.5% Max Sulfur</u></b> 60% Platt's Low Sulfur Resid Fuel Oil NY Cargo 1% Max 40% Platt's Hi Sulfur Resid Fuel Oil NY Cargo 2.2%
	E	<b><u>No. 6 Burner Oil, 0.3% Max Sulfur</u></b> Platt's Low Sulfur Resid Fuel Oil NY Cargo .3% HP
	F	<b><u>No. 6 Burner Oil, 0.3% Max Sulfur</u></b> Platt's Low Sulfur Resid Fuel Oil NY Cargo .3% HP
<b><u>Philadelphia</u></b>	C	<b><u>No. 6 Burner Oil, 0.5% Max Sulfur</u></b> Platt's Low Sulfur Resid Fuel Oil NY Cargo .3% HP
<b><u>Rhode Island</u></b>	ALL	OPIS Providence

**C16.69 FUEL SPECIFICATIONS (PC&S) (DESC JUL 1999)**

Supplies delivered under this contract shall conform to all Federal, State, and local environmental requirements applicable to the geographic location of the receiving activity on the date of delivery. The list of such requirements contained in this contract is not intended to be a complete list, and the Contractor shall be responsible for determining the existence of all such requirements at the time deliveries are made. In the event that a Federal, State, or local environmental requirement is more stringent than a specification contained in this contract, the Contractor shall deliver product that complies with the more stringent requirement. Product that fails to meet the more stringent requirement will be considered to be a nonconforming supply. Product(s) to be supplied shall fully meet the requirements of the applicable specification(s) as cited below.

**NOTE:** Gasoline Reid Vapor Pressure (RVP) specification requirements are seasonal and vary geographically throughout the United States. Therefore, Contractors are expected to know the local, State, or Federal RVP requirements of areas being supplied and comply with those requirements.

(a) **GASOLINE, AUTOMOTIVE, UNLEADED, GRADES REGULAR, MIDGRADE, AND PREMIUM.** ASTM D 4814 applies.

<u>(1)</u>	<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE (6)</u>	<u>AKI, MINIMUM</u>
	9130-00-148-7103	Gasoline, Regular Unleaded	87(3)
	9130-01-272-0983	Gasoline, Midgrade Unleaded	89
	9130-00-148-7104	Gasoline, Premium Unleaded	91

(1) The following oxygenates are permitted at this time:

<u>OXYGENATE</u>	<u>VOLUME % ALLOWED</u>
Ethanol (only during the oxygenated fuel season)	9.0 min. to 11.0 max.
Methyl tertiary-butyl ether (MTBE)	15.0 max.
Ethyl tertiary-butyl ether (ETBE)	17.0 max.

(2) Reductions for altitude and seasonal variations are allowed for all AKI values in accordance with figures X1.2 and X1.3 of ASTM D 4814.

(3) In addition to an AKI of 87 minimum, the MON must not be less than 82.

(4) Blending of oxygenates into gasoline to meet oxygenated fuel requirements shall be accomplished by mechanical mixing or agitation in a tank, or by in-line blending, prior to loading the product into transport equipment, and the resultant product must meet contract requirements.

(5) See the SPECIFICATIONS (CONT'D) clause for additional regional gasoline requirements.

(b) **GASOHOL, AUTOMOTIVE, UNLEADED, GRADES REGULAR, MIDGRADE, AND PREMIUM.** In accordance with Executive Order 12261 of January 5, 1981, "Gasohol in Federal Motor Vehicles," Gasohol may be considered an acceptable substitute for Unleaded Gasoline. The Unleaded Gasoline items that permit the substitution of Gasohol are identified in the Schedule. Contractors are required to state, for each line item in their offer, whether Gasohol will be provided. Contractors will not be permitted to substitute Unleaded Gasoline under line items awarded as gasohol. Also, Contractors are not permitted to substitute gasohol for gasoline under line items awarded as gasoline, except when Government regulations mandate use of fuel containing an oxygenate for control of carbon monoxide pollution. CID A-A-52530 dated October 10, 1995, applies.

<u>(1)</u>	<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	<u>AKI, MINIMUM</u>
	9130-01-090-1093	Gasohol, Regular Unleaded	87
	9130-01-355-2393	Gasohol, Midgrade Unleaded	89
	9130-01-090-1094	Gasohol, Premium Unleaded	91



**C16.69 Cont'd**

(1) Reductions for altitude and seasonal variations are allowed for all AKI values in accordance with figures X1.2 and X1.3 of ASTM D 4814.

(2) Blending of ethanol into gasoline to make gasohol shall be accomplished by mechanical mixing or agitation in a tank, or by in-line blending, prior to loading the product into transport equipment, and the resultant product must meet contract requirements.

(3) See the SPECIFICATIONS (CONT'D) clause for additional regional requirements affecting gasohol.

(c) **REFORMULATED GASOLINE, AUTOMOTIVE, UNLEADED, GRADES REGULAR, MIDGRADE, AND PREMIUM.** ASTM D 4814 applies, as modified by the Environmental Protection Agency (EPA) requirements detailed in 40 CFR Part 80 - "Regulation of Fuels and Fuel Additives; Standards for Reformulated and Conventional Gasoline; Final Rule," published in the February 16, 1994 Federal Register. In part, these regulations mandate that reformulated gasoline must meet two performance requirements: no net increase in emissions of oxides of nitrogen versus the baseline gasoline marketed by a refiner in 1990; and a 15 percent reduction in emissions of volatile organic compounds (VOCs) versus the baseline gasoline marketed by a refiner in 1990. Further, these regulations mandate that reformulated gasoline must meet three compositional requirements: 2.0 weight percent minimum oxygen; 1.0 volume percent maximum benzene; and no heavy metals (lead and manganese are examples of such metals).

<u>(1)</u>	<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	<u>AKI, MINIMUM</u>
	9130-01-388-4080	Reformulated Gasoline, Regular	87
	9130-01-388-4513	Reformulated Gasoline, Midgrade	89
	9130-01-388-4524	Reformulated Gasoline, Premium	91

(1) Reductions for altitude and seasonal variations are allowed for all AKI values in accordance with figures X1.2 and X1.3 of ASTM D 4814.

(2) Blending of permissible oxygenate into gasoline shall be accomplished by mechanical mixing or agitation in a tank, or by in-line blending, prior to loading the product into transport equipment, and the resultant product must meet contract requirements.

(3) See the SPECIFICATIONS (CONT'D) clause for additional regional reformulated gasoline requirements.

(d) **DIESEL FUEL.** ALL FACILITIES REQUIRING DIESEL FUEL FOR ON-HIGHWAY USE SHALL BE SUPPLIED PRODUCT WITH A MAXIMUM SULFUR CONTENT OF 0.05 WEIGHT PERCENT.

**NOTE:** FROM JULY 1, 1999, TO JANUARY 1, 2004, ALASKA IS EXEMPT FROM THE DIESEL FUEL MAXIMUM SULFUR CONTENT OF 0.05 WEIGHT PERCENT FOR ON-HIGHWAY USE STATED. THIS TEMPORARY EXEMPTION IS PUBLISHED IN THE FEDERAL REGISTER (VOL 64) DATED 25 JUNE 1999, 40 CFR PART 69.

(1) **APPLICABLE TO GRADES DL2, DL1, DLS, DLW, DF2, AND DF1 ONLY.** Product shall conform to the Commercial Item Description A-A-52557, Fuel Oil, Diesel, For Posts, Camps, and Stations, dated January 2, 1996. Product classification is shown below.

**LOW SULFUR GRADES**

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	<u>DESC PRODUCT CODE</u>	<u>MAXIMUM SULFUR CONTENT</u>	<u>RED</u>
<u>DYE</u>				
9140-00-000-0184	Grade Low Sulfur No. 2-D	DL2	0.05 wt%	No
9140-00-000-0185	Grade Low Sulfur No. 1-D	DL1	0.05 wt%	No
9140-01-413-7511	Grade Low Sulfur No. 2-D	DLS	0.05 wt%	Yes
9140-01-412-1311	Grade Low Sulfur No. 1-D	DLW	0.05 wt%	Yes

## C16.69 Cont'd

**HIGH SULFUR GRADES**

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	DESC PRODUCT <u>CODE</u>	MAXIMUM SULFUR <u>CONTENT</u>	RED <u>DYE</u>
9140-00-286-5294	Grade No. 2-D	DF2	0.50 wt%	Yes
9140-00-286-5286	Grade No. 1-D	DF1	0.50 wt%	Yes

(i) Unless otherwise specified in the Schedule, the cloud point shall be equal to or lower than the tenth percentile minimum ambient temperature specified in Appendix X4 of ASTM D 975.

(ii) Fuel Stabilizer Additive, Corrosion Inhibitor/Lubricity Improver, and Fuel System Icing Inhibitor are not mandatory additives.

(iii) As a means of identification, the Internal Revenue Service (IRS) requires that a red dye, identified as Solvent Red 164 (alkyl derivatives of azo benzene azo naphthol), must be added to all nontaxable diesel and all nontaxable kerosene used for purposes other than military jet fuel. The definitions of diesel and kerosene are provided in 26 CFR Section 48.4081-1. The minimum concentration is provided in 40 CFR Part 80.

(iv) **FOR ALASKA LOCATIONS.** From July 1, 1999, to January 1, 2004, Alaska is exempt from the EPA's diesel fuel dyeing requirements stated in 40 CFR Part 80 as long as the diesel fuel meets a minimum cetane index of 40. This temporary exemption is published in the Federal Register (Vol 64) dated 25 June 1999, 40 CFR Part 69.

(A) In the event high-sulfur diesel fuel is shipped from Alaska to the lower 48 states, it would be necessary for the producer or shipping facility to add dye to the noncomplying fuel before it is introduced into commerce in the lower 48 states. In addition, supporting documentation must clearly indicate the fuel may not comply with the sulfur standard for motor vehicle diesel fuel and is not to be used in a motor vehicle.

(B) Conversely, EPA will not require high sulfur diesel fuel to be dyed if it is being shipped from the lower 48 states to Alaska, but supporting documentation must substantiate that the fuel is only for shipment to Alaska and that it may not comply with the sulfur standard for motor vehicle diesel fuel.

(2) **APPLICABLE TO GRADES LS2, LS1, LSS, LSW, HS2, AND HS1 ONLY.** Product shall conform to ASTM D 975. Product classification is shown below:

**LOW SULFUR GRADES**

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	DESC PRODUCT <u>CODE</u>	MAXIMUM SULFUR <u>CONTENT</u>	RED <u>DYE</u>
9140-01-398-0697	Grade Low Sulfur No. 2-D	LS2	0.05 wt%	No
9140-01-398-1130	Grade Low Sulfur No. 1-D	LS1	0.05 wt%	No
9140-01-413-4919	Grade Low Sulfur No. 2-D	LSS	0.05 wt%	Yes
9140-01-413-7494	Grade Low Sulfur No. 1-D	LSW	0.05 wt%	Yes

**HIGH SULFUR GRADES**

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	DESC PRODUCT <u>CODE</u>	MAXIMUM SULFUR <u>CONTENT</u>	RED <u>DYE</u>
9140-01-398-1395	Grade No. 2-D	HS2	0.50 wt%	Yes
9140-01-398-1422	Grade No. 1-D	HS1	0.50 wt%	Yes

**C16.69 Cont'd**

(i) Unless otherwise specified in the Schedule, the cloud point shall be equal to or lower than the tenth percentile minimum ambient temperature specified in Appendix X4 of ASTM D 975.

(ii) As a means of identification, the IRS requires that a red dye, identified as Solvent Red 164 (alkyl derivatives of azo benzene azo naphthol) must be added to all nontaxable diesel and all nontaxable kerosene used for purposes other than military jet fuel. The definitions of diesel and kerosene are provided in 26 CFR Section 48.4081-1. The minimum concentration is provided in 40 CFR Part 80.

(iii) **FOR ALASKA LOCATIONS.** From July 1, 1999, to January 1, 2004, Alaska is exempt from the EPA's diesel fuel dyeing requirements stated in 40 CFR Part 80 as long as the diesel fuel meets a minimum cetane index of 40. This temporary exemption is published in the Federal Register (Vol 64) dated 25 June 1999, 40 CFR Part 69.

(A) In the event high-sulfur diesel fuel is shipped from Alaska to the lower 48 states, it would be necessary for the producer or shipping facility to add dye to the noncomplying fuel before it is introduced into commerce in the lower 48 states. In addition, supporting documentation must clearly indicate the fuel may not comply with the sulfur standard for motor vehicle diesel fuel and is not to be used in a motor vehicle.

(B) Conversely, EPA will not require high sulfur diesel fuel to be dyed if it is being shipped from the lower 48 states to Alaska, but supporting documentation must substantiate that the fuel is only for shipment to Alaska and that it may not comply with the sulfur standard for motor vehicle diesel fuel.

(3) **APPLICABLE TO ALL GRADES.** Blending of one grade of diesel fuel with another grade, or other compatible components, to produce a different grade or a variation within a grade is permitted. However, such blending shall be accomplished by mechanical mixing or agitation in a tank, or by in-line blending, prior to loading the product into transport equipment, and the resultant product must meet all the requirements of the desired fuel.

(4) **APPLICABLE TO #1 DIESEL GRADES ONLY.** DESC frequently requires #1 diesel fuel grades when it is anticipated that the fuel may be exposed to temperatures below 10°F (-12°C). This product shall conform to ASTM Specification D 975 or CID A-A-52557. Contractors electing to deliver kerosene to meet #1 diesel fuel requirements must--

(i) Provide certification to the Contracting Officer prior to 1 October of each year that the kerosene will meet #1 diesel fuel specifications, including specifically, viscosity and cetane index; **AND**

(ii) For each delivery, submit relevant documents (delivery tickets, bills of lading, etc.) indicating that #1 diesel fuel is being delivered.

(e) **FUEL OIL, BURNER, GRADES 1, 2, 4(LIGHT), 4, 5(LIGHT), 5(HEAVY), AND 6.** ASTM D 396 applies.

NATIONAL STOCK NUMBERPRODUCT NOMENCLATURE

9140-00-247-4366  
9140-00-247-4365  
9140-01-107-6139  
9140-00-247-4360  
9140-01-058-4431  
9140-00-247-4359  
9140-00-247-4354

Fuel Oil, Burner 1  
Fuel Oil, Burner 2  
Fuel Oil, Burner 4 (Light)  
Fuel Oil, Burner 4  
Fuel Oil, Burner 5 (Light)  
Fuel Oil, Burner 5 (Heavy)  
Fuel Oil, Burner 6

(1) Refer to the Schedule of the maximum allowable sulfur content for Burner Oil, Grades 4, 4(Light), 5(Light), 5(Heavy), and 6. The maximum allowable sulfur content for Burner Oil, Grades 1 and 2, shall be 0.5 weight percent or State/local environmental requirements, whichever is more stringent.

**C16.69 Cont'd**

(2) **FUEL OIL, BURNER, GRADES 4, 4(LIGHT), 5(LIGHT), 5(HEAVY), AND 6.** All residual grades of burner fuel oil (Grades 4, 4(Light), 5(Light), 5(Heavy), and 6) shall consist of fossil-derived hydrocarbon stock. When the fuel oil offered contains used oil or other recycled petroleum components, the product shall meet the additional minimum specification requirements as follows:

<u>ALLOWABLE CONSTITUENT/PROPERTY LEVEL</u>	<u>TEST METHOD</u> <sup>1</sup>	<u>REQUIRED DETECTION LIMIT</u>	<u>MAXIMUM</u>
1. Arsenic	EPA SW-846 6010 <sup>2,3,4</sup>	0.5 ppm max	5 ppm max
2. Cadmium	EPA SW-846 6010 <sup>2,3</sup> 0.2 ppm max	2 ppm max	
3. Chromium	EPA SW-846 6010 <sup>2,3</sup> 1.0 ppm max	10 ppm max	
4. Lead	EPA SW-846 6010 <sup>2,3</sup> 10 ppm max	100 ppm max	
5. Total Halogens	EPA SW-846 5050/9056 <sup>5</sup>	NA	1000 ppm max
6. Flash Point	ASTM D 93	NA	100°F (38°C) min

**NOTES:**

1. Choose the appropriate sample preparation method as outlines in EPA SW-846, in order to achieve required detection limits.

2. Background correction must be performed for test method 6010. Laboratory control sample(s) (LCS) containing target analytes must be run for each Quality Control (QC) batch. The LCS must be matrix matched and made with commercially available National Institute of Standards and Technology (NIST) traceable organo-metallic standards. LCS recovery must fall between 80-120 percent. Adherence to all required method QC must be documented and available for review.

3. If the required detection limit of 0.5 ppm cannot be achieved by test method 6010, test method 7060 may be used in order to achieve that requirement. Background correction must be performed. Zeeman or Smith-Hieftje interference correction will be used. Deuterium interference correction will not be accepted under any circumstance. An analytical spike must be performed for each sample. LCS must be prepared and analyzed as outlined in Note 2 above. Adherence to all required method QC must be documented and available for review.

4. Test method 6020 may be used in place of test method 6010. LCS must be prepared and analyzed as outlined in note 2 above. Adherence to all required method QC must be documented and available for review.

5. A bomb blank must be run and analyzed for each QC batch. A LCS of an NIST traceable organic chloride must be run with each QC batch. LCS recovery must fall between 80-120 percent. Adherence to all required method QC must be documented and available for review.

(3) The above specification requirements reflect the Federal EPA specifications for used oil contained in 40 CFR Parts 266 and 279. If State or local requirements for used oil are more stringent, the fuel oil offered will be required to comply with such. Copies of SW-846 (Test Method for Evaluating Solid Waste) can be obtained from the U.S. Government Printing Office, Washington, DC 20422, stock number 955-001-00000-1. Test methods must be run by a State certified laboratory.

**C16.69 Cont'd**

(4) The supply of off-specification used oil as described in EPA regulations, 40 CFR Parts 266 and 279, is not acceptable.

A CONTRACTOR WILL NOT BE PERMITTED TO SUPPLY PRODUCT CONTAINING USED OIL UNLESS (1) IT DISCLOSED IN ITS OFFER THAT PRODUCT WOULD CONTAIN USED OIL, AND (2) THE SUPPLY OF PRODUCT CONTAINING USED OIL IS APPROVED BY THE CONTRACTING OFFICER PRIOR TO AWARD.

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[ ] The offeror represents that it will provide certified test reports with associated QC documents validating EPA used oil standards, contained in 40 CFR Parts 266 and 279, or State/local requirements, whichever is more stringent, for all contract deliveries under the line items identified above to--

ATTN: DESC-BPE ROOM 2954  
 DEFENSE ENERGY SUPPORT CENTER  
 8725 JOHN J KINGMAN ROAD SUITE 4950  
 FORT BELVOIR VA 22060-6222

Offeror's EPA Identification Number: \_\_\_\_\_

(5) Blending of various compatible grades of burner oil to produce an intermediate grade is permitted; however, such blending shall be accomplished by mechanical mixing or agitation in a tank, or by in-line blending, prior to loading the product into transport equipment, and the resultant product must meet all the requirements of the grade produced.

(6) The maximum allowable ash content for Burner Oil, Grade 6, shall be .50 wt %, using ASTM D 874, Standard Test Method for Sulfated Ash from Lubricating Oils and Additives.

(f) **KEROSENE.** Product shall conform to ASTM D 3699. Classification of product is shown below.

**LOW SULFUR GRADES**

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	<u>DESC PRODUCT CODE</u>	<u>MAXIMUM SULFUR CONTENT</u>	<u>RED DYE</u>
9140-01-292-4460	Kerosene, Grade No. 1-K	KS1	0.04 wt% max	No
9140-01-461-3989	Kerosene, Grade No. 1-K	KSR	0.04 wt% max	Yes

**HIGH SULFUR GRADES**

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	<u>DESC PRODUCT CODE</u>	<u>MAXIMUM SULFUR CONTENT</u>	<u>RED DYE</u>
9140-00-242-6748	Kerosene, Grade No. 2-K	KSN	0.30 wt% max	Yes

**C16.69 Cont'd**

**NOTE:** The IRS requires taxation of No. 1-K and No. 2-K kerosene upon removal from the terminal unless the kerosene is indelibly (cannot be removed) dyed or used for military jet fuel. These requirements, part of 26 CFR 48 - Manufacturers and Retailers Excise Taxes, were published in the July 1, 1998, Federal Register. Only undyed (taxable) No. 1-K kerosene is suitable for use in nonflued (unvented) kerosene burner appliances. No. 2-K kerosene (dyed or undyed) is unsuitable for nonflued (unvented) kerosene burner appliances.

The color test requirement is deleted if red dye has been added in compliance with IRS regulations; however, the resulting fuel/dye blend must have a red tint.

(DESC 52.246-9FW5)

**C16.69-2 SPECIFICATIONS (CONT'D) (COG 2) (DESC MAY 1999)**

**SPECIAL NOTE:** The following paragraph is a restatement of paragraph (a) of the FUEL SPECIFICATIONS (PC&S) clause and is included for emphasis.

Supplies delivered under this contract shall conform to all Federal, State, and local environmental requirements applicable to the geographic location of the receiving activity on the date of delivery. The list of such requirements contained in this contract is not intended to be a complete list, and the Contractor shall be responsible for determining the existence of all such requirements at the time deliveries are made. In the event that a Federal, State, or local environmental requirement is more stringent than a specification contained in this contract, the Contractor shall deliver product that complies with the more stringent requirement. Product that fails to meet the more stringent requirement will be considered to be a nonconforming supply.

(a) **OXYGENATED GASOLINE REQUIREMENTS.** The purpose of the oxygenated fuel program is to reduce carbon monoxide emissions from gasoline powered vehicles in the control area through the wintertime use of oxygenated gasolines.

(b) **Control area** means an area in which only oxygenated gasoline under the oxygenated gasoline program may be sold or dispensed. **Control period** means the period during which oxygenated gasoline must be sold or dispensed within the control area. The data shown below denote the oxygenated fuel requirements of the fuel for the receiving activity based on the control period specified. These requirements are subject to change before or during the contract performance period.

<u>LOCATION</u>	<u>PERIOD</u>	<u>MINIMUM OXYGEN CONTENT</u>
<b>NEW JERSEY COUNTIES</b>		
Bergen, Essex, Hudson, Hunterdon, Morris, Passaic, Somerset, Sussex, Union, Warren	Nov 1 – Feb 29	2.7 Wt%
<b>NEW YORK COUNTIES</b>		
Bronx, Kings, Nassau, New York, Queens, Richmond, Westchester, Long Island	Nov 1 – Feb 29	2.7 min. - 2.9 max. Wt%

(c) **REFORMULATED GASOLINE REQUIREMENTS.** Reformulated gasoline is designed to reduce air toxins and volatile organic compound emissions (VOCs) by decreasing the amount of toxic compounds such as benzene, lowering the evaporation rate, and increasing the amount of oxygenate blended with the fuel.

**C16.69-2 Cont'd**

<u>LOCATION</u>	<u>PERIOD</u>	<u>MINIMUM OXYGEN CONTENT</u>
<b>CONNECTICUT</b> (entire state)	Year Round	2.0 Wt%
<b>MASSACHUSETTS</b> (entire state)	Year Round	2.0 Wt%
<b>NEW HAMPSHIRE</b>		
Hillsborough, Merrimack, Rockingham, Strafford	Year Round	2.0 Wt%
<b>NEW JERSEY COUNTIES</b>		
Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Mercer, Salem Middlesex, Monmouth, Ocean	Year Round	2.0 Wt%
Bergen, Essex, Hudson, Hunterdon, Morris, Passaic, Somerset, Sussex, Union, Warren	Mar 1 - Oct 31	2.0 Wt%
<b>NEW YORK COUNTIES</b>		
Blooming Grove, Chester, Dutchess, Highlands, Monroe, parts of Orange County, Putnam, Rockland, Suffolk, Tuxedo, Warwick, Woodbury	Year Round	2.0 Wt%
Bronx, Kings, Nassau, New York, Queens, Richmond, Westchester	Mar 1 - Oct 31	2.0 Wt%
<b>PENNSYLVANIA COUNTIES</b>		
Bucks, Chester, Delaware, Montgomery, Philadelphia	Year Round	2.0 Wt%
<b>RHODE ISLAND</b> (entire state)	Year Round	2.0 Wt%

(DESC 52.246-9FX5)

**E5 INSPECTION OF SUPPLIES - FIXED-PRICE (AUG 1996)**

(a) **DEFINITION. Supplies**, as used in this clause, includes but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering supplies under this contract and shall tender to the Government, for acceptance, only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the Government during contract performance and for as long afterwards as the contract requires. The Government may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under the contract.

(c) The Government has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The Government shall perform inspections and tests in a manner that will not unduly delay the work. The Government assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in this contract.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the Government shall bear the expense of Government inspections or tests made at other than the Contractor's or subcontractor's premises; PROVIDED, that in case of rejection, the Government shall not be liable for any reduction in the value of inspection or test samples.

(e) (1) When supplies are not ready at the time specified by the Contractor for inspection or test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test.

(2) The Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes reinspection or retest necessary.

(f) The Government has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with contract requirements. The Government may reject nonconforming supplies with or without disposition instructions.

(g) The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and, when required, shall disclose the corrective action taken.

(h) If the Contractor fails to promptly remove, replace, or correct rejected supplies that are required to be removed or to be replaced or corrected, the Government may either (1) by contract or otherwise, remove, replace, or correct the supplies and charge the cost to the Contractor or (2) terminate the contract for default. Unless the Contractor corrects or replaces the supplies within the delivery schedule, the Contracting Officer may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.

(i) (1) If this contract provides for the performance of Government quality assurance at source, and if requested by the Government, the Contractor shall furnish advance notification of the time (i) when Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract and (ii) when the supplies will be ready for Government inspection.

(2) The Government's request shall specify the period and method of the advance notification and the Government representative to whom it shall be furnished. Requests shall not require more than 2 workdays of advance notification if the Government representative is in residence in the Contractor's plant, nor more than 7 workdays in other instances.

(j) The Government shall accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. Government failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability on the Government, for nonconforming supplies



**E5 Cont'd**

(k) Inspections and tests by the Government do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.

(l) If acceptance is not conclusive for any of the reasons in paragraph (k) hereof, the Government, in addition to any other rights and remedies provided by law, or under other provisions of this contract, shall have the right to require the Contractor (1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; PROVIDED, that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or (2) within a reasonable time after receipt by the Contractor of notice of defects or nonconformance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the original point when that point is not the Contractor's plant. If the Contractor fails to perform or act as required in (1) or (2) above and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the Government shall have the right by contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the Government thereby.

(FAR 52.246-2)

**E35.02 REQUESTS FOR WAIVERS AND DEVIATIONS (DESC JUN 1997)**

(a) The following procedures apply to requests for specification waivers.

(1) Requests for waivers and deviations shall be submitted by the Contractor to the Contracting Officer with a copy to the Quality Representative (QR). Each request shall provide the following information: Contractor name; contract number; contract line item and product, if applicable; clause number, paragraph and subparagraph, as appropriate; the nature of the request; the reason for the request; the corrective action being taken by the Contractor to correct and prevent recurrence of the condition(s) causing the nonconformance; and equitable price adjustment offered over the administrative fee. In extraordinary situations, the Contractor may initially submit the request for a deviation or waiver through the cognizant QR to the Contracting Officer or the Contracting Officer's Representative (COR) in the Bulk Fuels Business Unit, Product Technical and Standardization Division, Defense Energy Support Center (DESC). Extraordinary situation requests shall be submitted formally to the Contracting Officer prior to close of business of the next DESC normal workday. As used in this clause, the term "extraordinary situation" means the matter cannot await resolution until the DESC normal workday (0800 to 1630 hours), Monday through Friday - Federal holidays excluded. In addition, if either the Contracting Officer or the COR cannot be reached, the Duty Officer shall be contacted and provided the necessary information to forward to the proper individuals as soon as possible. The Duty Officer's telephone number is (800) 286-7633, (703) 767-8420, or (DSN) 427-8420.

(2) If the waiver is granted, the contract will be modified to provide an equitable price reduction or other adequate consideration commensurate with the waiver being granted. If the situation dictates, a waiver may be granted without prior agreement on price adjustment or other consideration subject to agreement by the Contractor, or its representative, to subsequent negotiation. Such agreement shall be documented on the receiving document or other appropriate correspondence. After negotiations, failure to agree on adequate consideration shall be a dispute concerning a question of fact within the meaning of paragraph (d), Disputes, of the CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS clause of this contract.

(3) If the waiver is granted and the nonconforming supplies are accepted, then in no event will consideration be less than \$250 to cover administrative costs, plus any additional cost of Government inspection or tests if reinspection or retest is necessary.

(4) If the waiver is granted modifying this contract but the supplies accepted are nevertheless determined to be in conformity with contract specifications, the Contractor shall still be obligated to pay the consideration originally agreed upon in support of the waiver. If, however, this consideration exceeds \$500, a second contract modification shall be issued reducing the Contractor's obligation to \$500 (the administrative cost of issuing the two required modifications).

(b) When notification of nonconforming supplies is received after the supplies have been accepted, and the Government determines not to exercise its right to reject or to require correction under the INSPECTION OF SUPPLIES –

**E35.02 Cont'd**

FIXED-PRICE clause, then in no event will consideration be less than \$250 to cover administrative costs. This \$250 fee is in addition to--

- (1) Consideration commensurate with the extent of nonconforming supplies; and
- (2) Cost of Government inspection or tests if reinspection or retest is necessary.

The administrative fee will apply to each claim letter issued for off-specification product delivered to an activity.

(DESC 52.246-9FR1)

**E37 SOURCE RESTRICTION AND SOURCE INSPECTION (PC&S) (DESC JAN 1992)****(a) SOURCE RESTRICTION.**

(1) If the Contractor delivers any product that is determined to be off-specification, the Contracting Officer (CO) shall thereafter have the right, upon giving 10 days' written notice, to require the Contractor to designate a single source of supply for each destination set forth in the contract.

(2) In addition to the name of a single source of supply, the Contractor must provide the address of the terminal or loading point to be used in drawing the requirements for each item in the contract.

(3) The Contractor may change suppliers only after requesting and receiving the express written approval of the CO.

**(b) SOURCE INSPECTION.**

(1) If serious quality problems arise or if a quality problem recurs, for which the Contractor was supposed to have taken corrective action, the CO shall, in addition to Source Restriction, have the right to change the inspection point from destination to origin by advising the Contractor in writing of the change.

(2) At the time the change becomes effective--

(i) All appropriate clauses relating to origin inspection shall be incorporated into the contract for the items(s) involved;

(ii) Source Restriction, if not already in force, will be invoked for all items involved, in accordance with (a) above; and

(iii) The cognizant DCMC office, upon written notification by the CO, will become the office responsible for inspection at the origin loading or filling point and for providing necessary field assistance.

(c) Failure to provide the information requested or to take prompt corrective action may result in the item(s) and/or contract being terminated for default.

(DESC 52.246-9F55)

**F3 TRANSPORT TRUCK AND/OR TRUCK AND TRAILER FREE TIME AND DETENTION RATES (PC&S/COAL) (DESC APR 1998)**

(a) Upon arrival of Contractor's transport truck or truck and trailer, the receiving activity shall promptly designate the delivery point into which the load is to be discharged. Contractor shall be paid for detention beyond free time for delays caused by the Government. A minimum of one hour free time is required.

(1) Free time for unloading a transport truck, excluding multiple drop deliveries, or truck and trailer in excess of one hour: \_\_\_\_\_.

(2) Rate for detention beyond free time: \_\_\_\_\_.

The above will not be considered in the evaluation of offers for award.

(b) Notwithstanding the above, the Government is entitled to at least as much free time as is allowed by the common carrier or that the Contractor normally allows its regular commercial customers, whichever is greater. In addition, the Government will not pay more in detention rates than the actual rate charged by the common carrier or the rate the Contractor normally charges its regular commercial customers, whichever is lower.

UNLESS OFFEROR INDICATES OTHERWISE, FREE TIME WILL BE CONSIDERED UNLIMITED.

(c) **DETENTION COSTS.** Detention costs do not apply to tank wagon or to multiple drop transport truck or truck and trailer deliveries. Detention costs will be the sole responsibility of the activity incurring them. Any invoices for detention costs will be forwarded directly to the activity receiving the product.

(DESC 52.247-9FK1)

**F3.03 NOTIFICATION OF CHANGE IN TRANSPORTATION COMPANY (DOMESTIC PC&S)  
(DESC JUN 1997)**

(a) In the performance of this contract, the Contractor agrees not to utilize transportation companies that have been debarred or suspended, are ineligible for receipt of contracts with Government agencies, are in receipt of a notice of proposed debarment or ineligibility from any Government agency, or are otherwise ineligible under Federal programs. Substitution of a new transportation company is subject to review by the Contracting Officer for use under this contract.

(b) If the Contractor changes transporters after award, the Contractor shall provide the Contracting Officer with the following information on alternative or new transportation company(ies) being utilized in the transportation of supplies under this contract.

Name, Address, and Phone Number  
of Transportation Company \_\_\_\_\_

State(s) in which transporter  
is authorized to operate \_\_\_\_\_

(DESC 52.247-9FJ5)

**F4 DELIVERY AND ORDERING PERIODS (DESC AUG 1976)**

(a) The period of this contract during which the Ordering Officer may order and the Contractor shall deliver, if ordered, will be as follows unless the Schedule specifies otherwise:

(1) Ordering period begins: Date of Award and ends: 31 July 2002.

(2) Delivery period begins: Date of Award and ends: 30 days after end of ordering period.

(b) Notwithstanding the foregoing, deliveries prior to the delivery period, made at the option of the Contractor and pursuant to an order by the Government, shall be deemed to have been made under this contract at the applicable contract price(s).

(DESC 52.242-9F75)

**\*See Note Under Clause B1.01**

**F20 AUTOMATIC FILL-UP PROVISIONS (DESC MAR 1999)**

Where, for particular items, "Automatic Fill-Up" is specified in the Schedule, the following provisions shall apply:

(a) The Ordering Officer shall furnish the Contractor (1) a map or other written information indicating the location and capacity of each receiving tank; (2) a record of deliveries to each tank during the previous heating season; and (3) a description of any restricted area and special procedures to be followed, if any.

(b) The Contractor's delivery equipment will be permitted access to the areas where deliveries are to be made between the hours of 7:00 a.m. and 7:00 p.m., Monday through Friday, unless otherwise identified in the individual delivery narratives.

(c) The Contractor shall establish and maintain a delivery schedule which will assure that the level of fuel in each tank at all times is never less than 30 percent of tank capacity. Subparagraph (b)(3) of the DELIVERY CONDITIONS FOR TANK CARS, TRANSPORT TRUCKS, AND TANK WAGONS clause shall not be applicable on those items where "Automatic Fill-Up" applies.

(d) The Contractor shall submit an invoice on each item for no more or less than the total daily delivered quantity at a particular activity.

(e) Each invoice submitted to the Government for "Automatic Fill-Up" deliveries shall be accompanied by a record of the quantity delivered into each individual tank during the period covered by the invoice.

(DESC 52.242-9FC5)

**F98 DELIVERY CONDITIONS FOR ALL GRADES OF MOTOR GASOLINE AND AVIATION FUELS (DESC OCT 1992)**

(a) The Contractor shall comply with National Fire Protection Association (NFPA) standards and any other Federal, State, or local safety measures and environmental requirements applicable to the geographic location of the receiving activity. Special attention should be given to the safety measures required for items calling for truck-to-truck or truck-to-drum delivery of motor gasoline or aviation fuels (section 5 of the NFPA 30 standards for such measures as static protection, bonding/grounding procedures, etc.).

(b) The Contractor shall be responsible for using delivery conveyances that carry vapor recovery systems compatible with the storage/equipment used to receive motor gasoline or aviation fuel at the receiving activity. Further, the vapor recovery system on each conveyance shall be in compliance with the regulations promulgated by the U.S. Environmental Protection Agency or any other responsible State or local authority having jurisdiction over recovery of gasoline vapors.

(DESC 52.242-9FC1)

**F105 VARIATION IN QUANTITY (APR 1984)**

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to--

10 Percent increase

10 Percent decrease

This increase or decrease shall apply to each delivery order.

(FAR 52.211-16)

**G3 INVOICE NUMBERING REQUIREMENTS (DESC AUG 1998)**

Each invoice submitted for payment under this contract shall be identified by an individual invoice number. The number shall not be duplicated on subsequent invoices. Duplicate invoice numbers or invoices that do not include numbers may be rejected.

(DESC 52.211-9FH5)

**G3.01 PAYMENT DUE DATE (DESC OCT 1988)**

When payment due date falls on a Saturday or Sunday, or on a United States Official Federal holiday, payment will be due and payable on the following workday.

(DESC 52.232-9F45)

**G9.06 ADDRESS TO WHICH REMITTANCE SHOULD BE MAILED (DESC OCT 1997)**

Remittances shall be mailed only at the Government's option or where an exception to payment by Electronic Funds Transfer (EFT) applies. (See the MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT clause.)

Offeror shall indicate below the complete mailing address (including the nine-digit zip code) to which remittances should be mailed if such address is other than that shown in Block 15a (Standard Form (SF) 33) for noncommercial items or Block 17a (SF 1449) for commercial items. In addition, if offeror did not incorporate its nine-digit zip code in the address shown in Block 15a of the SF 33 or in Block 17a of the SF 1449, the offeror shall enter it below:

(a) Payee Name (Contractor): \_\_\_\_\_  
(DO NOT EXCEED 25 CHARACTERS)

(b) Check Remittance Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(DO NOT EXCEED 30 CHARACTERS PER LINE)

(c) Recipient Name (authorized individual representing the Contractor/courier for check pick-up).  
Leave blank if check is to be mailed.

\_\_\_\_\_

(DO NOT EXCEED 25 CHARACTERS)

(d) Narrative Information (special instructions).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(DO NOT EXCEED 153 CHARACTERS)

(DESC 52.232-9F55)

**G9.07 ELECTRONIC TRANSFER OF FUNDS PAYMENTS - CORPORATE TRADE EXCHANGE  
(DESC MAY 1999)**

- (a) This clause applies to payments made by DFAS Columbus.  
(b) The Contractor shall supply the following information to the Contracting Officer no later than 3 days after contract award.

NAME OF RECEIVING BANK: \_\_\_\_\_  
(DO NOT EXCEED 29 CHARACTERS)

CITY AND STATE OF RECEIVING BANK: \_\_\_\_\_  
(DO NOT EXCEED 20 CHARACTERS)

AMERICAN BANKERS ASSOCIATION NINE DIGIT IDENTIFIER OF RECEIVING BANK: \_\_\_\_\_

ACCOUNT TYPE CODE: (Contractor to designate one)

☐ CHECKING TYPE 22

☐ SAVINGS TYPE 32

RECIPIENT'S ACCOUNT NUMBER ENCLOSED IN PARENTHESES: \_\_\_\_\_  
(DO NOT EXCEED 15 CHARACTERS)

RECIPIENT'S NAME: \_\_\_\_\_  
(DO NOT EXCEED 25 CHARACTERS)

STREET ADDRESS: \_\_\_\_\_  
(DO NOT EXCEED 25 CHARACTERS)

CITY AND STATE: \_\_\_\_\_  
(DO NOT EXCEED 25 CHARACTERS)

**NOTE:** Additional information may be entered in **EITHER** paragraph (c) **OR** paragraph (d) below. Total space available for information entered in (c) **OR** (d) is 153 characters.

**(c) SPECIAL INSTRUCTIONS/OTHER IDENTIFYING DATA:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(DO NOT EXCEED 153 CHARACTERS)

OR

Four horizontal number lines are provided for graphing. Each line has 20 evenly spaced tick marks, but no numerical labels are present.

74

**G9.09 Cont'd**

(d) **SUSPENSION OF PAYMENT.** If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) **CONTRACTOR EFT ARRANGEMENTS.** The Contractor has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the CCR database, and the Contractor has not notified the Government of the payment receiving point applicable to this contract, the Government shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.

(f) **LIABILITY FOR UNCOMPLETED OR ERRONEOUS TRANSFERS.**

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously direct funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) of this clause shall apply.

(g) **EFT AND PROMPT PAYMENT.** A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(h) **EFT AND ASSIGNMENT OF CLAIMS.** If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require a condition of any such assignment that the assignee shall register in the CCR database and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect within the meaning of paragraph (d) of this clause.

(i) **LIABILITY FOR CHANGE OF EFT INFORMATION BY FINANCIAL AGENT.** The Government is not liable for errors resulting from changes in EFT information made by the Contractor's financial agent.

(j) **PAYMENT INFORMATION.** The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(FAR 52.232-33)

**G150.03 ELECTRONIC SUBMISSION OF INVOICES FOR PAYMENT (EDI) (DESC OCT 1998)**

(a) **SUBMISSION OF ELECTRONIC INVOICES.**

(1) **APPLICABILITY.** Electronic submission of invoices applies only to DoD items paid for with DLA/DESC funds by DFAS Columbus, OH.



**G150.03 Cont'd**

(2) **REQUIREMENTS.** Prior to submission of electronic invoices via electronic data interchange (EDI) under this clause, the Contractor and DESC must have a signed Trading Partner Agreement (TPA) and Addendum 810, Invoices; and Addendum 824, Invoice Returns Notification.

(b) **INVOICING ADDRESS.**

(1) Electronic invoices for items paid for with DLA/DESC funds, as cited on the order form (DD Form 1155/ Standard Form 1449), shall be electronically submitted to DTDN/S39008 or GOVDP/S39008.

(2) **SUBMISSION OF INVOICES.** Invoices submitted electronically shall be in accordance with the provisions of the signed TPA and Addendum 810. Electronic invoices submitted shall be American National Standards Institute (ANSI) Accredited Standard Committee (ASC) X12 810 Transaction Sets. These 810 Transactions Sets shall follow the AVNET Convention as specified by the Petroleum Industry Data Exchange. The electronic invoice shall contain all fields required by the AVNET Convention, including the contract number, order number, shipment number, item number, and contract description of supplies, services, sizes, quantities, unit price, and extended total.

(c) **PAYMENT.** Unless otherwise expressly specified in the Schedule, payment of invoices will be made in U.S. currency.

(d) **CERTIFICATION OF RECEIPT.** See the SUBMISSION OF INVOICES FOR PAYMENT clause for receipt documentation.

(e) **INVOICING FOR DETENTION/DEMURRAGE COSTS.** Detention costs are allowable only on tank truck deliveries. Detention/demurrage costs are the sole responsibility of the activity incurring them. Invoices for detention or demurrage costs will be submitted by the Contractor directly to the activity receiving the product.

(DESC 52.232-9FH5)

**G150.06 SUBMISSION OF INVOICES FOR PAYMENT (DOMESTIC PC&S) (DESC JUL 1999)**

**NOTE 1:** **FOR FACSIMILE INVOICING,** see the SUBMISSION OF INVOICES BY FACSIMILE clause.

**NOTE 2:** See paragraph (c) for invoicing for DETENTION/DEMURRAGE costs.

**NOTE 3:** INVOICES WILL REFLECT QUANTITIES IN WHOLE NUMBERS AND SHALL BE ROUNDED AS APPLICABLE. Example: 7,529.4 = 7,529 or 7,529.5 = 7,530.

(a) **INVOICING OF ORDERS PLACED BY ARMY, NAVY (including Marines), AND OTHER DoD ACTIVITIES** (except Air Force, Alaska, and Hawaii):

(1) **PAYING OFFICE.** Invoices for product paid with Defense Logistics Agency/Defense Energy Support Center (DESC) funds, as cited on the order, will be paid by DESC and should be mailed to--

DEFENSE FINANCE AND ACCOUNTING SERVICE - COLUMBUS CENTER  
STOCK FUND DIRECTORATE  
FUELS ACCOUNTING AND PAYMENTS DIVISION  
ATTN: DFAS-CO-LSFC  
P.O. BOX 182317  
COLUMBUS, OH 43218-6252

(2) **CERTIFICATION OF RECEIPT.**

(i) Receiving activity personnel will certify the receipt of fuel by preparing and signing one of the following documents:

- (A) Standard Form 1449, Solicitation/Contract/Order for Commercial Items; or
- (B) DD Form 1155, Order for Supplies or Services; or
- (C) DD Form 250, Material Inspection and Receiving Report; or
- (D) DD Form 250-1, Tanker/Barge Material Inspection and Receiving Report (for tanker and barge deliveries only).

(ii) Payments to the Contractor will be based on the receipt of the "paying copies" of the receiving report to DESC-FIL, Fort Belvoir, VA, and payment will be made in accordance with the terms of the contract.

(iii) **PC&S DELIVERIES.**

**G150.06 Cont'd****(A) Overbillings--**

(a) That are less than or equal to 0.5 percent of the quantity listed on the receiving document will be paid as originally invoiced by the Contractor when the overbilled quantity is solely a result of a difference in measurement techniques.

(b) That exceed 0.5 percent of the quantity listed on the receiving document will be paid based on the corrected quantity as determined by the activity and annotated on the activity's receiving document.

**(B) Underbillings will be paid as invoiced.**

(C) Notwithstanding any permissible variation percentage, payment is authorized for a percentage not to exceed 120 percent of the ordered quantity. Payment shall be made for quantity within this allowable variation listed on the receiving document as received and accepted by the activity and invoiced by the Contractor.

(iv) The receiving activity will transmit one paying copy of the applicable form listed in (i) above to DESC-FII, Fort Belvoir, VA, within two working days after receipt of product.

**(3) SUBMISSION OF INVOICES.**

(i) The Contractor shall submit an invoice for each item for no more or less than the total daily delivered quantity at a particular activity.

(ii) Invoices submitted for payment shall be submitted in duplicate. The submission shall include an original invoice clearly marked **ORIGINAL** and one copy clearly marked **INVOICE COPY**. A carbon copy may be submitted as an original provided it is clearly marked **ORIGINAL** as stated above.

**(iii) COURIER DELIVERY OF INVOICES.**

(A) Couriers, acting on behalf of Contractors, must deliver Contractor invoices being submitted for payment to the following mailroom street address:

DEFENSE FINANCE AND ACCOUNTING SERVICE - COLUMBUS CENTER  
ATTN: DFAS-CO-LSFC  
3990 EAST BROAD STREET, BLDG 21  
COLUMBUS, OH 43213-1152

(B) Invoices submitted by courier to the above address will be handled in a timely manner.

**(b) INVOICING OF ORDERS PLACED BY ALL OTHER FEDERAL AGENCIES**, including Air Force, Alaska and Hawaii.

(1) **PAYING OFFICE.** Invoices shall be forwarded to the applicable paying office in accordance with instructions contained on the order.

(2) **SUBMISSION OF INVOICES.** On orders placed by activities of Federal Departments other than those covered under (a) above, invoices for all deliveries shall be prepared and submitted as instructed by those activities on the order by the Ordering Officer. Such activities placing orders under this contract will furnish the Contractor with the name and proper address of the activity to whom invoices shall be rendered. Such activities will also indicate the procedures for processing tax exemption certificates.

(c) **INVOICING DETENTION COSTS.** Detention costs, allowable only on tank truck deliveries (not applicable to multiple drop tank truck or any tank wagon deliveries), will be the sole responsibility of the activity incurring them. Invoices for detention costs will be submitted by the Contractor directly to the activity receiving the product. If the receiving activity is an Army activity, a copy of the detention cost invoice must also be furnished to the following address:

COMMANDER, US ARMY PETROLEUM CENTER  
ATTN: SATPC-L  
NEW CUMBERLAND PA 17070-5008

(DESC 52.232-9F90)

**G150.06-2 SHIPMENT NUMBER TO BE IDENTIFIED ON INVOICES (PC&S) (DESC AUG 1995)**

(a) For purposes of this clause and the contract, "shipment number" for PC&S deliveries is defined as a seven position alpha-numeric number. The first three positions shall always consist of the alpha characters "PCS". The remaining four positions shall contain numeric digits beginning with "0001".

**G150.06-2 Cont'd**

(b) The Contractor must identify the shipment number on each invoice submitted for payment. For each delivery order issued, the first shipment number shall be "PCS0001". The **SAME** shipment number shall be used for multiple deliveries under the same contract line item made on the same calendar day. Shipment numbers shall be consecutively numbered (i.e., 0002, 0003, etc.) for each subsequent day until the delivery order has been completed. The Contractor shall convey the appropriate shipment number to the receiving activity. (DESC 52.232-9F85)

**G150.11 SUBMISSION OF INVOICES BY FACSIMILE (DESC FEB 1999)**

**NOTE 1: FOR GROUND FUELS (PC&S) CONTRACTS:** This clause applies only to items for Army, Navy (including Marines), and other DoD activities (except Air Force, Alaska, and Hawaii).

**NOTE 2:** See paragraph (c) for facsimile invoicing for DETENTION/DEMURRAGE costs.

**NOTE 3:** INVOICES WILL REFLECT QUANTITIES IN WHOLE NUMBERS AND SHALL BE ROUNDED AS APPLICABLE. Example: 7,529.4 = 7,529 or 7,529.5 = 7,530.

(a) **IMPORTANT NOTICE:** Contractors who select the facsimile (FAX) method of invoicing prior to award in accordance with the FACSIMILE INVOICING provision must do so for all invoices. Failure to comply with the requirements of this clause will result in revocation of the Contractor's right to submit invoices by the FAX method.

(b) **INSTRUCTIONS FOR SUBMITTING INVOICES VIA FACSIMILE.**

(1) When the Contractor has elected to transmit invoices by FAX, it is responsible for validating receipt of its FAXed invoice. Because DFAS-CO-LF cannot be held accountable for transmissions not received, the Contractor must verify transmission/receipt of its FAX by telephoning Customer Service (DFAS-CO-LF) at **(800) 453-5014**. If local (Columbus Metro Area), the Customer Service number is **(614) 693-4994**. Personnel are available to verify receipt of FAXed transmissions between 8 a.m. and 5 p.m., EST/EDT, Monday through Friday, excluding Federal holidays.

(2) The DFAS-CO-LF FAX number is **(614) 693-0670**.

(3) The Contractor shall include its FAX number on each document transmitted.

(4) After transmitting the original invoice, the Contractor shall mark that invoice "**ORIGINAL INVOICE - FAXED**" and retain it. The hard copy is **not** required for payment and shall **not** be mailed to the payment office unless DFAS-CO-LF specifically requests it.

(5) **F.O.B. DESTINATION DELIVERIES.**

(i) **CERTIFICATION OF RECEIPT.**

(A) Receiving activity personnel will certify the receipt of fuel by preparing and signing one of the following documents:

- (a) The SF 1449, Solicitation/Contract/Order for Commercial Items; or
- (b) The DD Form 1155, Order for Supplies or Services; or
- (c) The DD Form 250, Material Inspection and Receiving Report; or
- (d) The DD Form 250-1, Tanker/Barge Material Inspection and Receiving Report (for tanker and barge deliveries only).

(B) Payments to the Contractor will be based on the receipt of the "paying copies" of the receiving report to DESC-FII, Fort Belvoir, VA, and payment will be made in accordance with the terms of the contract.

(ii) **PC&S DELIVERIES.**

(A) Overbillings--

(a) That are less than or equal to 0.5 percent of the quantity listed on the receiving document will be paid as originally invoiced by the Contractor when the overbilled quantity is solely a result of a difference in measurement techniques.

(b) That exceed 0.5 percent of the quantity listed on the receiving document will be paid based on the quantity as determined by the activity and annotated on the activity's receiving document.

(B) Underbillings will be paid as invoiced.

**G150.11 Cont'd**

(C) Notwithstanding any permissible variation percentage, payment is authorized for a percentage not to exceed 120 percent of the ordered quantity. Payment shall be made for quantity within this allowable variation listed on the receiving document as received and accepted by the activity and invoiced by the Contractor.

(6) **F.O.B. ORIGIN DELIVERIES - RECEIVING REPORTS.**

(i) When FAXing an **invoice** for f.o.b. origin deliveries, the Contractor shall also FAX a copy of the applicable receiving report to DESC-FII, Room 2933, Fort Belvoir, VA, for GROUND FUELS (PC&S) DELIVERIES. DESC-FII's FAX number is (703) 767-9380. The receiving report shall be transmitted no later than two working days after each delivery.

(ii) The following forms, signed by the Quality Representative (QR), are acceptable receiving reports for f.o.b. origin deliveries:

(A) DD Form 250 (Material Inspection and Receiving Report); or

(B) DD Form 250-1 (Tanker/Barge Material Inspection and Receiving Report).

(iii) The signed copy, which certifies acceptance by the QR of the product prior to submission of the invoice, will have the following information stamped, printed, or typed on it: **"ORIGINAL RECEIVING REPORT FOR PAYMENT OF INVOICE."**

(c) **INVOICING DETENTION/DEMURRAGE COSTS VIA FACSIMILE.** Detention costs, allowable only on tank truck deliveries (not applicable to multiple drop tank truck or any tank wagon deliveries), will be the sole responsibility of the activity incurring them. Invoices for detention costs will be submitted by the Contractor via facsimile directly to the activity receiving the product. If the receiving activity is an Army activity, a copy of the detention cost invoice must also be furnished to the following address:

COMMANDER US ARMY PETROLEUM CENTER  
ATTN SATPC-L  
NEW CUMBERLAND PA 17070-5008

(DESC 52.232-9FG5)

**II.07 REQUIRED CENTRAL CONTRACTOR REGISTRATION (MAR 1998)**

(a) **DEFINITIONS.** As used in this clause--

(1) **Central Contractor Registration (CCR) database** means the primary DoD repository for Contractor information required for the conduct of business with DoD.

(2) **Data Universal Numbering Systems (DUNS) number** means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) **Data Universal Numbering System + 4 (DUNS+4) number** means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) **Registered in the CCR database** means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database

**II.07 Cont'd**

after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling

**1-888-227-2423** or via the Internet at <http://ccr.edi.disa.mil>.

(DFARS 252.204-7004)

**II.22-1 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)**

- (a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of section 27 of the Office Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal year 1996 (Pub. L. 104-106), the Government may –
  - (1) Cancel the solicitation, if the contract has not yet been awarded or issued; or
  - (2) Rescind the contract with respect to which—
    - (i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitute a violation of subsection 27(a) or (b) of the Act for the purpose of either
      - (A) Exchanging the information covered by such subsections for anything of value; or
      - (B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or
    - (ii) the head of the contracting agency has determined based on the preponderance of evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsection 27(e)(1) of the Act.
- (b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.
- (c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

(FAR 52.203-8)

**II.01-2 ADMINISTRATIVE COST OF TERMINATION FOR CAUSE -- COMMERCIAL ITEMS (DESC FEB 1996)**

- (a) In the event this contract is terminated for cause, in whole or in part, the Government will incur administrative costs.
- (b) The Contractor agrees to pay all administrative costs associated with a contract termination action. The minimum amount the Contractor shall pay for each termination action is \$500. This payment for administrative costs is in addition to any excess procurement costs and any other remedies or damages resulting from the termination.
- (c) The term **termination action**, as used herein, means the termination for cause, including any associated procurement effort, involving--
  - (1) Any single order or any group of orders terminated together;
  - (2) Any item or group of items terminated together; or
  - (3) The entire contract.

(DESC 52.249-9F20)

**I27 GRATUITIES (APR 1984)**

- (a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--
  - (1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and
  - (2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.
- (b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.
- (c) If this contract is terminated under paragraph (a) above, the Government is entitled--

**I27 Cont'd**

- (1) To pursue the same remedies as in a breach of the contract; and
- (2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)
- (d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(FAR 52.203-3)

**I28.01 FEDERAL, STATE, AND LOCAL TAXES (DESC NOV 1993) (DEVIATION)**

- (a) As used in this clause--

**Contract date** means the date set for bid opening or, if this is a negotiated contract or a modification, the date set for best and final offers.

**All applicable Federal, State, and local taxes and duties** means all taxes and duties that the taxing authority, including Puerto Rico and other possessions of the United States, are imposing and collecting on the transactions or property covered by this contract pursuant to written ruling or regulation in effect on the contract date.

**After-imposed tax** means any new or increased Federal, State, or local excise tax or duty, except social security or other employment taxes, on the transactions or property covered by this contract that the Contractor is required to pay or bear the burden of as the result of legislative, judicial, or administrative action taking effect after the contract date.

**After-relieved tax** means any amount of Federal, State, or local excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear the burden of, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

- (b) The contract price includes all applicable Federal, State, or local taxes and duties, except as may be otherwise provided. (For petroleum contracts, see the FEDERAL, STATE, AND LOCAL TAXES EXCLUDED FROM CONTRACT PRICE clause.)

- (c) The contract price shall be increased by the amount of any after-imposed tax if the Contractor states in writing that the contract price does not include any contingency for such tax.

- (d) The contract price shall be decreased by the amount of any after-relieved tax.

- (e) The contract price shall also be decreased by the amount of any excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear the burden of, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

- (f) The Contractor shall promptly notify the Contracting Officer of all matters relating to any excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.

- (g) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

(DESC 52.229-9F15)

**I28.02-2 FEDERAL, STATE, AND LOCAL TAXES/FEES EXCLUDED FROM CONTRACT PRICE (DESC JAN 1999)**

- (a) **FEDERAL EXCISE TAXES EXCLUDED.** All contract prices for fuel and oils furnished under this contract exclude Federal Excise Taxes (FET). The taxes should be handled on the Contractor's invoices as follows:

- (1) **MOTOR GASOLINE/GASOHOL.** The FET should be included on the Contractor's invoice as a separate item. The following FET will apply:

FET PER GALLONPERCENTAGE OF ALCOHOL

\$0.184

0.0% up to but not including 5.7%

\$0.1532

5.7% up to but not including 7.7%

**I28.02-2 Cont'd**

\$0.1424  
\$0.130

7.7% up to but not including 10%  
10% and above

(2) **AVIATION GASOLINE.** The manufacturer's FET of \$0.194 per gallon should be included on the Contractor's invoice as a separate item.

(3) **RESIDUAL FUEL OIL.** There is no FET on residual fuel oil.

(4) **DIESEL AND NONAVIATION GRADE KEROSENE FUEL.**

(i) **UNDYED DIESEL AND NONAVIATION KEROSENE FUEL.** The FET of \$0.244 per gallon SHOULD BE INCLUDED on the Contractor's invoice as a separate item.

(ii) **DYED DIESEL AND NONAVIATION KEROSENE FUEL.** The FET of \$0.244 per gallon SHOULD NOT BE INCLUDED on the Contractor's invoice since all dyed diesel fuel may be used only for tax exempt purposes.

(5) **JET FUEL.** The FET of \$0.219 per gallon should be included on the Contractor's invoice as a separate item.

(6) **EXEMPT SALES.** A Contractor authorized by IRS to sell gasoline, undyed diesel fuel, and nonaviation kerosene tax free should not invoice the FET on sales to the National Guard, on sales to the Government of the District of Columbia, nor on sales of jet fuel and aviation gasoline for military aircraft.

(b) **STATE AND LOCAL TAXES EXCLUDED.** All contract prices exclude State and local excise taxes on fuels (including gasoline taxes, motor fuel taxes, diesel fuel taxes, special fuel taxes, aircraft fuel taxes, jet fuel taxes, heating oil taxes, kerosene taxes, lubricating oil taxes, and naphtha, solvent, benzol, and benzine taxes). Any applicable taxes (for which no exemption applies) should be included on the Contractor's invoice as a separate item in accordance with the terms of this contract.

(c) **CALIFORNIA SALES AND USE TAX.** All contract prices exclude the California State Sales and Use Tax.

(d) **KENTUCKY SALES AND USE TAX.** All contract prices exclude the Kentucky Sales and Use Tax. Contracts awarded under this solicitation are exempt from the Kentucky Sales and Use Tax per Kentucky tax exemption obtained by each activity.

(e) **ENVIRONMENTAL AND OIL SPILL TAXES.** Unless an exemption applies, all contract prices INCLUDE State and local environmental and oil spill taxes and inspection fees.

(f) **INSPECTION FEES.** Unless an exemption applies, all contract prices INCLUDE State and local inspection fees.

(g) **REIMBURSEMENT.** The Government will reimburse the Contractor for the amount of any tax specifically excluded from the contract price pursuant to this clause if no exemption applies.

(h) **LICENSES** Federal, State, and local licenses or other activities necessary to establish Contractor's entitlement to do business or to tax exemption for transactions under this contract are the responsibility of the Contractor. Failure to obtain appropriate licenses or to follow required procedures shall preclude the reimbursement of taxes which would otherwise be exempt.

(DESC 52.229-9F25)

**I28.03-2 TAX EXEMPTION CERTIFICATES (DESC JUL 1999)**

(a) **FEDERAL, STATE, AND LOCAL EXCISE TAXES.** Contractor's request for tax exemption certificates covering any Federal, State, local excise tax, or Kentucky Sales and Use Tax excluded from the contract price pursuant to the terms of this contract shall be forwarded with Contractor's invoices or as otherwise indicated by the Ordering Officer, except for (1) deliveries of motor gasoline or diesel fuel to Army and Navy activities, in which case requests for tax exemption certificates should be forwarded to the Ordering Officer, and (2) deliveries of all fuels to the National Guard, in which case such activities shall indicate the procedure for processing tax exemption certificates. Upon the Contractor's request for a tax exempt certificate, if the Government fails to provide tax exempt certificates to the Contractor, the Contractor shall notify the DESC Contracting Officer and invoice the applicable payment office for said taxes as an additional line item on the invoice. The DESC Contracting Officer may authorize payment of the tax if the ordering office or activity refuses to issue the tax exemption certificate.

**I28.03-2 Cont'd****(b) GOVERNMENT OPTION TO DEDUCT TAX AND FURNISH TAX EXEMPTION**

**CERTIFICATES.** If this contract provides that the Contractor is to invoice for the Federal tax, the supplies to be furnished under such item at the time this contract is entered into are generally intended for a purpose for which tax exemption cannot be claimed. However, in instances where the invoice price for any item includes the excise tax and tax exemption can be claimed, the applicable tax may be deducted from the order or the invoice by the Government and a tax exemption certificate furnished in lieu of paying the tax. Tax exemption certificates to be furnished under this paragraph (b) will be issued by the Ordering Officer.

(DESC 52.229-9F45)

**I33 INTEREST (JUN 1996)**

(a) Except as otherwise provided in this contract under a PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA clause or a COST ACCOUNTING STANDARDS clause, all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(b) Amounts shall be due at the earliest of the following dates:

- (1) The date fixed under this contract.
- (2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.
- (3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.
- (4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.

(c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(FAR 52.232-17)

**THE FOLLOWING CLAUSE APPLIES TO UNRESTRICTED ITEMS ONLY AND, IF APPLICABLE, ANY TOTAL SET-ASIDE ITEMS.**

**I84 REQUIREMENTS (OCT 1995)**

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the ORDERING clause. Subject to any limitations in the ORDER LIMITATIONS clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the ORDERING clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.



**I84 Cont'd**

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; PROVIDED, that the Contractor shall not be required to make any deliveries under this contract after 30 days after ordering period expire.

(FAR 52.216-21)

**I86.03 DELIVERY-ORDER LIMITATIONS (PC&S) (DESC MAY 1996)**

This clause is applicable only to tank truck and tank wagon deliveries.

(a) **MINIMUM ORDER.** The Contractor shall not be obligated to honor any order under this contract for less than the minimum quantity applicable to the method of delivery called for by the item(s) as specified in the DELIVERY CONDITIONS FOR TRANSPORT TRUCKS, TRUCKS AND TRAILERS, AND TANK WAGONS clause.

(b) **MAXIMUM ORDER.** Unless otherwise stated in the Schedule, the Contractor shall not be obligated to honor any order for a single item/a combination of items/a series of orders from the same ordering office, within any given 30-day period, in excess of whichever of the following is applicable:

(1) If the total estimated contract quantity is 100,000 gallons or less, the Contractor shall not be required to deliver a quantity in excess of the total estimated contract quantity of the item/all the items/all the items on all the orders;

(2) If the total estimated contract quantity is between 100,000 and 500,000 gallons, the Contractor shall not be required to deliver a quantity in excess of 50 percent of the total estimated contract quantity of the item/all the items/all the items on all the orders, or 100,000 gallons, whichever is greater; or

(3) If the total estimated contract quantity is greater than 500,000 gallons, the Contractor shall not be required to deliver a quantity in excess of 35 percent of the total estimated contract quantity of the item/all the items/all the items on all the orders, or 250,000 gallons, whichever is greater.

(c) The Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in (b) above.

(d) Notwithstanding the foregoing, the Contractor shall honor any order received that exceeds the maximum order limitations set forth above unless the Contractor verbally notifies the Ordering Officer within two workdays, followed by the return of the written orders to the ordering office, that he does not intend to make shipment of the items called for and the reasons therefor. When the Government has received this verbal notice, the Government may secure the supplies from another source.

(e) Nothing in either (b) or (c) above shall be construed to require a Contractor to furnish supplies in excess of the quantity directed to be supplied by the Department of Energy, in the event of a directed allocation, pursuant to the ALLOCATION clause.

(DESC 52.216-9FK1)

**I171.07 LIQUIDATED DAMAGES -- SUBCONTRACTING PLAN (JAN 1999)**

(a) "**Failure to make a good faith effort to comply with the subcontracting plan**", as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.

(b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion, or in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled "Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply, shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.

**I171.07 Cont'd**

(c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.

(d) With respect to commercial plans; the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by that commercial plan.

(e) The Contractor shall have the right of appeal, under the clause in this contract entitled, Disputes, from any final decision of the Contracting Officer.

(f) Liquidated damages shall be in addition to any other remedies that the Government may have.

(FAR 52.219-16)

**I174.05 MANUFACTURING AND FILLING POINTS (HUBZONES) (DESC MAR 1999)**

(a) To be eligible for the HUBZone Price Evaluation Preference (HPEP) under this solicitation, a small business must agree to provide only product manufactured/refined by a HUBZone-qualified small business manufacturer/refinery. Product may **not** be furnished as a result of an exchange agreement with a large business.

(b) All small businesses expecting to receive the HPEP as described in the NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS clause hereby agree that only product manufactured/refined by the HUBZone-qualified small manufacturer(s)/refinery(ies) identified on the applicable Price Data Sheet contained in the Offeror Submission Package will be provided for all items awarded with a preference. If circumstances are such that, during the terms of this contract, a committed HUBZone small business supplier can no longer provide the product, the Contractor must immediately notify the Contracting Officer, who must approve the new HUBZone small business supplier before operations with the new firm commence.

(c) In order to be eligible for the HPEP, all small businesses must provide the following information with the offer; failure to do so may render the offer ineligible for award with an HPEP:

- (1) Name(s) and address(es) of the HUBZone small business manufacturer(s)/refinery(ies);
- (2) Refinery points of contact;
- (3) Name(s) and address(es) of the filling point(s) (if different from refinery(ies)); and
- (4) Copy(ies) of the supply commitment(s)/agreement(s) from the proposed HUBZone small business manufacturer(s)/refinery(ies), which must state, as a minimum, the type of product, total quantities of product for all items offered, and contract ordering period.

(d) All other evaluation factors described in this solicitation will apply.

(DESC 52.219-9F36)

**I174.06 MANUFACTURING AND FILLING POINTS (UNRESTRICTED) (SDB PEA) (DESC FEB 1999)**

(a) **This clause only applies to Federal Civil items that may be contained in this solicitation.**

(b) To be eligible for the Price Evaluation Adjustment (PEA) on the unrestricted portion of this solicitation, a Small Disadvantaged Business (SDB) must agree to provide only product manufactured/refined by a small business manufacturer/refinery. Product may **not** be furnished as a result of an exchange agreement with a large business.

(c) All SDBs expecting to receive the PEA as described in the NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (ALT I) clause hereby agree that only product manufactured/refined by the small manufacturer(s)/refinery(ies) identified on DESC Form 2.16, 2.16A, 2.17, or 2.17A will be provided for all items awarded with a PEA. If circumstances are such that, during the terms of this contract, a committed small

**I174.06 Cont'd**

business supplier can no longer provide the product, the Contractor must immediately notify the Contracting Officer, who must approve the new small business supplier before operations with the new firm commence.

(d) In order to be eligible for the PEA, all SDBs must provide the following information with the offer; failure to do so may render the offer ineligible for award with a PEA:

- (1) Name(s) and address(es) of the small business manufacturer(s)/refinery(ies);
- (2) Refinery points of contact;
- (3) Name(s) and address(es) of the filling point(s) (if different from refinery(ies)); and
- (4) Copy(ies) of the supply commitment(s)/agreement(s) from the proposed small business

manufacturer(s)/refinery(ies), which must state, as a minimum, the type of product, total quantities of product for all items offered, and contract ordering period.

(e) All other evaluation factors described in this solicitation will apply.

(DESC 52.219-9F37)

**I179 ALLOCATION (DESC JUL 1995)**

(a) **REDUCED SUPPLIES.** If, for any cause beyond the control and without the fault or negligence of the Contractor, the total supply of crude oil and/or refined petroleum product is reduced below the level that would have otherwise been available to the Contractor, the Contractor allocates to its regular customers its remaining available supplies of crude oil or product, then the Contractor may also allocate to the U.S. Government supplies to be delivered under this contract, PROVIDED--

- (1) Prompt notice of and evidence substantiating the necessity to allocate and describing the allocation rate for all the Contractor's customers are submitted to the Contracting Officer;
- (2) Allocation among the Contractor's regular customers is made on a fair and reasonable basis (except where allocation on a different basis is required by a governmental authority, agency, or instrumentality); and
- (3) Reduction of the quantity of product due the Government under this contract shall not exceed the pro rata amount by which the Contractor reduces delivery to its other customers similarly situated.

(b) **ADDITIONAL SUPPLIES.** If, after the event causing the shortage of crude oil and/or refined petroleum product as described in (a) above, additional supply becomes available to the Contractor, the Contracting Officer may choose any one of the following three possible courses of action:

- (1) Accept an updated pro rata reduction as outlined in (a) above;
- (2) Determine that continuance of the contract with the quantities as originally stated in the Schedule is in the best interests of the Government; or
- (3) Terminate the contract as permitted in (d) below.

(c) **REDUCED DELIVERIES.** If the Contractor believes that a law, regulation, or order of a foreign government requires the Contractor to deliver less than the quantity set forth in the Schedule for any location within that country, the Contractor may request allocation in accordance with (a) above. In addition to the criteria in (a) above, the Contractor's request shall cite--

- (1) The law, regulation, or order, furnishing copies of the same;
- (2) The authority under which it is imposed; and
- (3) The nature of the Government's waiver, exception, and enforcement procedure.--

The Contracting Officer will promptly review the matter and advise the Contractor whether or not the need to allocate has been substantiated. If the law, regulation, or order requiring the Contractor to reduce deliveries ceases to be effective, the Contractor shall resume deliveries in accordance with the original Schedule.

(d) If, as a result of reduced deliveries permitted by (a), (b), or (c) above, the Contracting Officer decides that continuation of this contract is no longer in the best interests of the Government, the Government may terminate this contract or any quantity thereunder, by written notice, at no cost to the Government. However, the Government shall not be relieved of its obligation to pay for supplies actually delivered to and accepted by it.

(e) Except as otherwise stated in (b) above, any volumes omitted pursuant to (a) or (b) above shall be deleted from this contract, and the Contractor shall have no continuing obligation, so far as this contract is concerned, to make up such omitted supplies.

(f) For Posts, Camps, and Stations contracts, Department of Energy priority orders and allocation regulations will take precedence over any conflicting provisions of this clause.

**I179 Cont'd**

(g) For Bulk Fuels contracts, the provisions contained in (a) above shall be inoperative when the Secretary of Defense makes a written determination that it is essential to the National Defense that the Defense Energy Support Center be provided contract volumes exceeding the amount of product to which it would otherwise be entitled.

(DESC 52.249-9F05)

**I186 PROTECTION OF GOVERNMENT PROPERTY AND SPILL PREVENTION (DESC MAY 1978)**

(a) The Contractor shall use reasonable care to avoid damaging or contaminating existing buildings, equipment, asphalt pavement, soil, or vegetation (such as trees, shrubs, and grass) on the Government installation. If the Contractor fails to use reasonable care and damages or contaminates any such buildings, equipment, asphalt pavement, soil or vegetation, or other Government facilities, he shall replace the damaged items or repair the damage at no expense to the Government and to the satisfaction of the Government. Further, if, as a result of the failure of the Contractor to comply with the requirements of this contract, Government buildings, equipment, asphalt pavement, soil or vegetation, or other Government facilities become damaged or destroyed, the Contractor shall replace or repair the damage at no expense to the Government, and to the satisfaction of the Government. Should the Contractor fail or refuse to make such repairs or replacements, the Government may have the said repairs or replacement accomplished, and the Contractor shall be liable for the cost thereof which may be deducted from the amounts which become due under this contract. Informal agreement with the Contractor upon replacement, repairs, or costs to be deducted shall first be attempted by the Installation Commander or Ordering Officer. If disagreement persists, the matter shall be referred to the Contracting Officer. Unless approved by the Contracting Officer, no costs shall be deducted from amounts due or owing without the Contractor's consent.

(b) The Contractor shall take all measures as required by law to prevent oil spills (including, but not limited to, any spilling, leaking, pumping, pouring, emitting, emptying or dumping into or onto any land or water). In the event the Contractor spills any oil (including, but not limited to, gasoline, diesel fuel, fuel oil, or jet fuel), the Contractor shall be responsible for the containment, cleanup, and disposal of the oil spilled. Should the Contractor fail or refuse to take the appropriate containment, cleanup, and disposal actions, the Government may do so itself. The Contractor shall reimburse the Government for all expenses incurred including fines levied by Federal, State, or local Governments.

(DESC 52.223-9F10)

**I190.05 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (APR 1998)**

(a) Executive Order 12856 of August 3, 1993, requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C.11001-11050) and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(b) The Contractor shall provide all information needed by the Federal facility to comply with the emergency planning reporting requirements of Section 302 of EPCRA; the emergency notice requirements of Section 304 of EPCRA; the list of Material Safety Data Sheets required by Section 311 of EPCRA; the emergency and hazardous chemical inventory forms of Section 312 of EPCRA; the toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA; and the toxic chemical reduction goals requirements of Section 3-302 of Executive Order 12856.

(FAR 52.223-5)

**I209.09 EXTENSION PROVISIONS (PC&S) (DESC OCT 1994)**

(a) The DESC Contracting Officer reserves the right to unilaterally extend this contract on the same terms and conditions one or more times for a total of no more than six months. Notice of contract extension will be furnished to the Contractor 30 days prior to expiration of this contract or any extension thereof. However, nothing in this clause precludes the Contractor from agreeing to an extension of the contract if the DESC Contracting Officer fails to issue the notice within the 30 day time frame.

(b) The foregoing extension may be exercised by the DESC Contracting Officer where continued performance is required until a follow-on contract is awarded or, in the event a follow-on contract has been awarded, until a succeeding Contractor is positioned to commence performance.

(c) Extension of this contract shall be considered to have been accomplished at the time the DESC Contracting Officer provides written notification to the Contractor by facsimile or by mail.

(DESC 52.217-9F20)

**I211 ORDERING (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **date of award** through **31 July 2002.**

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(FAR 52.216-18)

## BASE REFERENCE PRICES

Line Item	Location	State	Quantity	Base Reference Price
515-468	GROTON	CT	1,000,000	0.4106
B12-46	BAR HARBOR	ME	63,000	0.4185
533-67	BRUNSWICK	ME	120,000	0.4737
B37-69	JONES PORT	ME	43,000	0.4555
B37-70	JONES PORT	ME	32,000	0.4106
B55-46	SOUTHWEST HARBOR	ME	38,000	0.4185
B55-88	SOUTHWEST HARBOR	ME	15,000	0.4737
B55-94	SOUTHWEST HARBOR	ME	51,000	0.4419
556-46	WINTER HARBOR	ME	625,000	0.4185
556-67	WINTER HARBOR	ME	136,000	0.4737
065-08	BUZZARDS BAY	MA	24,000	0.4427
083-46	WAYLAND	MA	40,000	0.4152
812-08	AMHERST	NH	40,000	0.4427
C86-08	MANCHESTER	NH	219,000	0.4427
C86-68	MANCHESTER	NH	79,000	0.4319
C93-70	NEW CASTLE	NH	70,000	0.4152
628-551	LAKEHURST	NJ	1,644,000	0.263214
E35-07	BABYLON	NY	30,000	0.4845
F44-46	BROOKLYN	NY	56,000	0.4205
F03-07	EAST MORICHES	NY	25,000	0.4845
F19-07	FREEPORT	NY	25,000	0.4845
F35-07	HAMPTON BAYS	NY	15,000	0.4845
F35-70	HAMPTON BAYS	NY	60,000	0.4146
G65-46	NEW YORK CITY	NY	1,000	0.4205
H19-09	PATCHOGUE	NY	45,000	0.5263
858-83	ROME	NY	7,000	0.4427
858-86	ROME	NY	2,000	0.4631
J76-70	WILLETS POINT	NY	17,000	0.4205
K39-22	BUSHKILL	PA	55,000	0.5015
K39-27	BUSHKILL	PA	55,000	0.5015
K67-27	DINGMANS FERRY	PA	35,000	0.5015
K82-70	ERIE	PA	40,000	0.4320
L14-19	KLONDIKE	PA	90,000	0.4522
L47-19	MARIENVILLE	PA	51,000	0.4522
M09-19	RIDGEWAY	PA	24,000	0.4522
M21-19	SHEFFIELD	PA	33,000	0.4522
442-13	TAYLOR	PA	30,000	0.4369
N71-24	NEWPORT	VT	33,000	0.4292

ATTACHED

## STATE LISTING OF SOLICITED ITEMS

SP0600-99-B-2001

ITEM NUMBER	QUANTITY REQUIRED
-----CONNECTICUT-----	
515-468	1,000,000
-----MAI NE -----	
533-67	120,000
556-46	625,000
556-67	136,000
P12-46	63,000
P37-69	43,000
B37-70	32,000
B55-46	38,000
P55-88	15,000
P55-94	51,000
-----MASSACHUSETTS-----	
065-08	24,000
083-46	40,000
-----NEW HAMPSHIRE-----	
8 12-08	40,000
C86-08	219,000
C86-68	79,000
C93-70	70,000
-----NEW JERSEY-----	
62 8—55 1	1,644,000
-----NEW YORK-----	
858-83	7,000
858-86	2,000
E35-07	30,000
F03-07	25,000
FI 9-07	25,000
ES 5-07	15,000
P35-70	60,000
P44-46	56,000
G65-4 6	1,000
H19-09	45,000
J76-70	17,000
-----PENNSYLVANIA-----	
4 42-13	30,000
KS 9-22	55,000
K39-27	55,000
K67-27	35,000
K82-70	40,000
L14 -19	90,000
L47-19	51,000
M09-19	24,000
M21-19	33,000
-----VERMONT-----	
N71-24	33,000
N71-28	***** (This is an alternative as indicated in delivery narrative.)